

CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, NOVEMBER 10, 2014, 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. Recognition/Appointments**
 - A. Meritorious Service Award for Shawn Albert, presented by Brendan Heffner, Police Chief.**
 - B. Presentation to former Alderman Rob Fazzini.**
 - C. Introduction Austin Grammer, Economic, Development Coordinator.**
 - D. National Education Award for Miller Park Zoo, presented by Jay Tetzloff, Miller Park Superintendent.**
 - E. Community Development Participation in Community Development Block Grant Program 40th Year, presented by Tom Dabareiner, Director of Community Development.**
 - F. Proclamation Declaring November 2014 American Diabetes Month, presented to Lori Schlosser, Chair, ADA Greater Illinois Area Community Leadership Board.**
- 7. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #9.

The City’s Boards and Commissions hold Public Hearings prior to some Council items appearing on the Council’s Meeting Agenda. Persons who wish to address the Council should provide new information which is pertinent to the issue before them.)

- A. Council Proceedings of October 27, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of October 27, 2014, be dispensed with and the minutes approved as printed.)**
- B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
- C. Appointments to the Bloomington-Normal Sister City Committee (Japan) and Board of Library Trustees. (Recommend that the Appointments be approved.)**
 - i. Catrina Lee Murphy (Bloomington-Normal Japan Sister City Committee) and Jared Allen Brown (Board of Library Trustees).**
- D. Analysis of Bids and Approval for Gasoline and Diesel Fuel. (Recommend that the Bid from Evergreen FS to purchase Fuel for one (1) year with the option of four (4) one year renewals be approved, and the Procurement Manager shall be authorized to issue a Purchase Order for same.)**
- E. Analysis of RFQ for Professional Engineering Services Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project. (Recommend that the Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project be approved, in the amount of \$170,881.79, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.)**
- F. Purchase of GovDelivery Software Licenses. (Recommend that the two (2) year agreement with GovDelivery, for a license and subscription of an Email and Digital Subscription Management environment, in the amount of \$24,000, be approved, the Procurement Manager be authorized to issue a Purchase Order for same.)**
- G. Waive Formal the Bid Process and Authorize Payment to Stark Excavating, Inc., for installation of an additional fire hydrant and water main for replacement on State St. (Recommend that the Formal Bid Process be waived, payment to Stark Excavating, Inc., for installation of a fire hydrant and water main be approved, in the amount of \$28,543.42, and the Resolution adopted.)**
- H. Purchase One (1) Ford Transit Connect for the Engineering Division from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139. (Recommend that the Purchase One (1) Ford Transit Connect from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$22,195, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.)**

- I. Purchase Three (3) Ford Transit Connects for the Water Department from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139. (Recommend that the Purchase One (1) Ford Transit Connect from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$66,585, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.)**
- J. Analysis of Bids for the Police Department Uniform and Equipment Purchase (Bid #2015-18). (Recommend that the bid be awarded to Sam Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, with the terms of said bid being until April 30, 2015, with the option for five (5) one-(1) year renewals, and the Procurement Manager be authorized to issue a blanket Purchase Order for same.)**
- K. Professional Engineering Services Agreement with Lewis, Yockey & Brown, Inc. for the Ft. Jesse Rd. Reconstruction project. (Recommend that the Agreement with Lewis, Yockey & Brown, Inc. for the Ft. Jesse Rd. Reconstruction project be approved, in the amount of \$125,000.00, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.)**
- L. Application of Mac’s Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. (Recommend that a GPBS liquor license for Mac’s Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.) *change of corporate ownership.***
- M. Application of Mac’s Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. (Recommend that a GPBS liquor license for Mac’s Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.) *change of corporate ownership.***

- N. **Application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week. (Recommend that a PAS liquor license for BNN Enterprises LLC, d/b/a BNN Enterprises LLC, located at 1414 S Main St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.)**
- O. **Amended Prevailing Wage Resolution for Apprenticeship Requirements for Public Contracts in Excess of \$100,000. (Recommend that the Amended Resolution Ascertaining the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works be adopted to include language requiring apprenticeship participation requirements for public contracts in excess of \$100,000.)**
- P. **Text Amendment to Chapter 29, Section 194B Clarifying When Vehicles May Be Impounded by the Police. (Recommend that the Text Amendment be approved and the Ordinance passed.)**
- Q. **Petition from Fox Creek Village, LLC Requesting Approval of a Final Plat for Fox Creek Village, 4th Addition, Located South of Fox Creek Road and West of Union Pacific railroad. (Recommend that the Final Plat be approved and the Ordinance passed.)**

8. “Regular Agenda”

- A. **2015 Employee Health Benefits Program Renewal. *Time 30 minutes. Presentation 15 minutes, Q/A 15 minutes.***
- B. **Purchase of Lots 47 and 48 of Empire Business Park Preliminary Plat utilizing a \$750,000 state legislative grant from Senator Bill Brady and to enter into an Agreements with Central Catholic High School (Recommend that the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, adopted and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.) *Time 25 minutes. Presentation - 10 minutes, Q/A 15 minutes.***
- C. **Text Amendment to Chapter 1. Adoption of Administrative Adjudication System. (Recommend that the Text Amendment to Chapter 1 of the City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.) *Time 30 minutes. Presentation – 15 minutes, Q/A 15 minutes.***

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

- 12. Executive Session - cite section**
- 13. Adjournment**
- 14. Notes**



FOR IMMEDIATE RELEASE
October 15, 2014

BLOOMINGTON NAMES ECONOMIC DEVELOPMENT COORDINATOR

BLOOMINGTON, IL– Bloomington's City Manager recently named Austin Grammer as Economic Development Coordinator.

Grammer served most recently as Customized Training Coordinator at Heartland Community College, a position he held since 2011. During his tenure with HCC, he developed and managed incumbent worker and community workforce development training programs, aided in the formation of collaborative partnerships between area businesses and campus units and coordinated the application and administration of business training grants. He brings over 10 years of experience to his role with the City of Bloomington, including work in both the public and private sectors. Grammer holds a bachelor's degree in Communications from the Southern Illinois University College of Mass Communication and Media Arts. He is anticipating his MBA from Franklin University Ross College of Business this December.

"I am pleased to announce Austin Grammer as the City's Economic Development Director," explains City Manager David Hales. "He brings with him a demonstrated and diverse history of collaborative partnership across multiple stakeholder groups that will serve to advance the community's economic development initiatives greatly."

Justine Robinson, the City's previous and first Economic Development Coordinator, resigned earlier this year to accept a position in the St. Louis area.

Grammer's first day on the job will be Wednesday, October 29.

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FOR COUNCIL: November 10, 2014

SUBJECT: Proclamation of Declaring November 2014 to be American Diabetes Month

RECOMMENDATION: That the proclamation be made a matter of record.

BACKGROUND: The following proclamations will be presented:

Declaring November 2014 to be American Diabetes Month. Lori Schlosser, American Diabetes will be in attendance to accept the proclamation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy City Clerk

Recommended by:

Tari Renner
Mayor

Attachments: Attachment 1. Proclamation

Motion: That the Proclamation be made a matter of record.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

PROCLAMATION

Declaring November 2014 to be American Diabetes Month

WHEREAS, in the United States, nearly 30 million people – including approximately 800,000 in the State of Illinois and 7,900 in Bloomington, Illinois – have diabetes, a serious disease with potentially life-threatening complications such as heart disease, stroke, blindness, kidney disease and amputation; and,

WHEREAS, an additional 86 million people in the United States are at risk for developing Type 2 diabetes; and,

WHEREAS, recent estimates project that as many as one in three American adults will have diabetes in 2050 if current trends continue; and,

WHEREAS, an increase in community awareness is necessary to put a stop to the diabetes epidemic,

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim November 2014 as

American Diabetes Month

I encourage all Americans to recognize American Diabetes Month and be part of the American Diabetes Association's Stop Diabetes[®] movement to confront, fight and, most importantly, change the future of this deadly disease.

*Tari Renner
Mayor*

*Tracey Covert
City Clerk*



FOR COUNCIL: November 10, 2014

SUBJECT: Council Proceedings of October 27, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of DATE be dispensed with and the minutes approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of DATE have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read 'David A. Hales'.

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for October 27, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of October 27, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruini				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

**COUNCIL PROCEEDINGS
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 27, 2014.

The Meeting was opened by Pledging Allegiance to the Flag followed by moment of silent prayer.

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Kevin Lower, David Sage, Diana Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

Alderman absent: Mboka Mwilambwe.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Jeff Jurgens were also present.

PUBLIC COMMENT: Mayor Renner opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Ron Schultz, 1208 E. Oakland Ave., addressed the Council. He recommended that \$500,000 of property taxes which had not been accounted for be added to the Police and Fire Pension Funds. He acknowledged that the Council was trying to address a difficult situation. A prudent return would be nine percent (9%) per year. He cited the growth of these dollars over time. The best use of these dollars was to put them towards pension obligations. This action would assist the citizens. He noted the magic of compounding.

Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He stated that at the Committee of the Whole meeting held on October 20, 2014 an Alderman was not allowed to question the Joint Meeting held with the Town of Normal on October 21, 2014. He had visited the Attorney General's website. He read from same. Discussions were permitted. He also believed that work on the proposed Fiscal Year (FY) 2016 budget should have started sixteen (16) months ago. The Council needed to address street conditions. The expectation was that \$4 million General Fund dollars per year would be budgeted for streets. The City issued a \$10 million bond issue. He anticipated that \$14 million would be budgeted for street projects. The amount budgeted for street projects were reduced to \$10 million. In reality, the amount spent on streets was less than \$10 million. He believed that the FY 2016 budget only included \$1 million for street projects.

Alton Franklin, 508 Patterson Dr., addressed the Council. He echoed Mr. Schultz's comments. These dollars should be applied towards pension obligations. He cited his

disappointment regarding elected officials disparaging citizens. The Council's responsibility was to be respectful. He expressed his concern regarding the Council's behavior. He recommended that there be detailed discussions. David Hales, City Manager, had provided the Council with the information. Issues should be addressed in a positive light which required personal integrity.

Patricia Marton, 1114 E. Grove St., addressed the Council. She continued to research abusive situations and vulnerable populations. There were agencies in the community, (i.e. PATH, Neville House and Police Department), which provided assistance. She had attended a candle light vigil. Crime continues due to the lack of legislations and tradition. Victims needed a safe place in order to develop self confidence. Businesses needed to have careful rigorous hiring practices. Employers needed to offer mental health training programs. Employees should be subject to discipline.

The following was presented:

SUBJECT: Council Proceedings of October 27, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and, Work Session Minutes of August 11, 2014 be dispensed with and the minutes approved as printed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 have been reviewed and certified as correct and complete by the City Clerk.

In compliance with the Open Meetings Act, Council Proceedings must be approved within thirty (30) days after the meeting or at the Council's second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are made available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2104, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The list of bills and payrolls will be posted on the City's website on October 23, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Rejection of Bid for Topsoil Processing Machine, (#2015 - 37)

RECOMMENDATION/MOTION: Recommend that the bids for topsoil processing machine be rejected and the bid be reissued.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: On September 17, 2014, an Invitation to Bid for this project was published in the Pantagraph. An opportunity to view the machine being replaced was offered on September 24, 2014. Questions regarding the bid were sought from the plan holders but none were received by City staff. On October 9, 2014, bids were due in to the City Clerk's Office. No bids were received. All potential bidders on the project's "invitation mailing list" were telephoned by the Procurement Manager to verify that no bids had been submitted by them.

The City intends to rebid the top soil processing machine after making changes to the bid process and specifications package that will hopefully be more attractive to potential bidders. City staff intends to reword the document making specifications more generic and emphasizing that the City will receive and evaluate all variations from the specifications. A comment made by all of the businesses contacted was that if the machine they had to sell did not meet all of the City's specifications they would not respond. The City also intends to conduct a pre-bid meeting prior to the bid opening. Formal pre bid meetings for machinery like this are not usually conducted because vendors do not usually attend meetings for "stock equipment".

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on September 17, 2014. No bids were received by the October 9, 2014 deadline. There were six (6) businesses on the City's Invitation to Bid list for this project were notified.

FINANCIAL IMPACT: This item was labeled a "Dirt Grinder" in the FY 2015 Budget is proposed to be purchased as part of the FY 2015 Capital Lease - Capital Outlay Equipment Other Than Office (40110131 - 72140). The FY 2015 Budget for this item is \$65,000. Stakeholders can find this in Budget Book titled "Other Funds and Capital Improvement Program" on pages 114 and 264.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Reviewed by: Jon C. Johnston, Procurement Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the bids for the Topsoil Processing Machine be rejected, and the bid be reissued.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Request to Enter into an Early Order Program with Helena Chemical, (the distributor), for Procurement of Syngenta, BASF, Bayer, Nufarm, (the manufacturers), Golf Course Chemicals from a Single Source

RECOMMENDATION/MOTION: Recommend that the Parks, Recreation and Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and, the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of the residents.

BACKGROUND: City golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4½, (out of 5); star rating which places it alongside only six (6) other courses in the state in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State (IHSA) Finals held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, the City need to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner. By utilizing preventative chemical applications, the City stays ahead of the diseases and suppresses potential outbreaks before they occur.

Each year Syngenta, BASF, Bayer and Nufarm offer an early order program that allows the opportunity to lock in next year’s prices at discounted rates. Syngenta and BASF are the two (2) primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by the golfing public. Helena Chemical has become a valued partner over numerous years of operation. Helena Chemical currently provides products and services to following municipalities and golf courses: Normal, Decatur, Peoria, Springfield,

Champaign, and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased during 2015. Additionally, by participating in the early order program, the City is offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, Bayer & Nufarm engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2015, City staff intended to utilize Helena Chemical which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver to each golf course on an as needed basis saving space in the golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for the City over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals and fertilizers. The deadline to enter this program is before December 8, 2014. While other "turf" chemicals are available, staff's experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, Bayer & Nufarm products have proven through field experience. These products provide the weed, fungus and insect free turf that the customers expect to have.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City's Procurement Manager.

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$24,000 by participating in this early order program. Funds will be requested for approval in the FY 2016 Budget under Highland Park Golf Course - Other Repair and Maintenance (56406400 - 70590), Prairie Vista Golf Course - Other Repair and Maintenance (56406410 - 70590) and The Den at Fox Creek Golf Course (56406420 -70590).

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Bobbie Herakovich, Interim Director, Parks, Recreation & Cultural Arts

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Parks, Recreation & Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer, and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and the Mayor and City Clerk to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Waiver of Request for Proposal (RFP) for Leaf and Grass Disposal

RECOMMENDATION/MOTION: That the City waive the Request For Proposal (RFP) process for leaf and grass disposal, that staff be granted authority to negotiate leaf and grass disposal with Chris Witte, Bloomington, and that the Request For Proposal (RFP) process for this service be attempted again in FY 2016.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Chris Witte has for some time allowed the City to dispose of grass and leaves on his farm property at the south edge of town. The grass primarily comes from the City’s drop-off facility. Leaves are collected by Public Works crews as a public service. Mr. Witte charges \$3.50 per cubic yard, and City staff believes that fee is reasonable. The volume of materials and fees has increased to the point that a Request For Proposal (RFP) was issued.

An RFP was posted by the City and published in The Pantagraph on September 2, 2014. Proposals were due at 11:00 a.m. on September 24, 2014. The City had proposed in its RFP a two (2) year contract with the ability to renew in subsequent years through April 30, 2016. No RFPs were submitted. Consequently, the City has no place to dispose of its leaves unless an

arrangement can be made with a third party. Mr. Witte has agreed to continue accepting City leaves and grass at the same rate of \$3.50 per cubic yard.

According to Public Works records, the City disposed of approximately 6,400 cubic yards of leaf and grass last year, for about \$22,400. The amount fluctuates based on the year, as an example grass clippings tripled this summer over last to 335 cubic yards.

Staff recommends that the RFP process be waived and that the agreement with Mr. Witte continue. Staff intends to issue an RFP process next year per City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Published in The Pantagraph September 2, 2014. No submittals received by the RFP deadline of September 24, 2014.

FINANCIAL IMPACT: For stakeholders this will be budgeted in the FY 2016 Budget under Solid Waste - Leaf Disposal Fee (54404400 - 70665).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Rob Henson, Superintendent of Solid Waste

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the City continue to negotiate its leaf and grass disposal agreement with Chris Witte, Bloomington, and the RFP for this service be attempted again in FY 2016.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order for West Elevation Tuck Pointing Project Contract, (Bid #2015 - 17), for Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: Recommend that the Change Order using the unit prices from R.L. Vollintine Construction, Inc. for the west elevation tuck pointing project be accepted, and the Change Order be approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2 Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Investing in the City's future through a realistic, funded capital improvement program. To maintain the "envelope" of the BCPA, the City can ensure the protection of the inside and its contents as well as ensuring the longevity of a stable facility

BACKGROUND: The Faithful Gould Report - 2013 stated that *"The exterior wall system was in fair condition noting several instances of deteriorated mortar at joints and spalled brick at the masonry wall, deteriorating sealants at the window and construction joints and deteriorated sealants at the parapet wall caps and termination bar at the base flashing of the roof system."* It became apparent during the tuck pointing work that the west elevation was in much greater deterioration than anticipated especially the top half of the field area and old downspout areas. Staff had made a visual inspection with the naked eye as well as with binoculars and believed the original bid document of square footage for tuck pointing and brick replacement would be sufficient. Once the project was started and staff did an inspection in the lift being used for the work, it was evident more work than the original bid document contained needed to be done while the contractor was still on site. The original amount budgeted for this project was \$65,000 and the bid was \$28,100. Staff requested and received unit pricing for the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs. The pricing was reviewed and were well within industry standards; the proposal for additional work was accepted.

Staff requests that an additional \$10,933 be used from the FY 2015 Budget in Capital Lease – Buildings (40110131 – 72520)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph on June 11, 2014. A pre bid meeting was held at the BCPA on June 18, 2014. Three (3) bids were received on July 2, 2014.

FINANCIAL IMPACT: The FY 2015 Budget has \$65,000 budgeted in Capital Lease – Buildings (40110131 – 72520) for this project. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 107 and 114.

Respectfully submitted for Council consideration.

Prepared by: David Young, BCPA Facilities Manager & Event Coordinator

Reviewed by: Tina Salamone, Performing Arts Manager/Director – BCPA
Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 50

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$10,933 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND R.L. VOLLINTINE CONSTRUCTION, INC.

WHEREAS, the City of Bloomington has previously entered into a contract with R.L. Vollintine Construction, Inc. and

WHEREAS, for the reasons set forth in a staff report dated October 27, 2014, while performing the previously contracted for duck pointing work, it became apparent that the west elevation was in much greater deterioration than anticipated; and

WHEREAS, it is the finding of the City Council that the additional work described in the October 27, 2014 memo, namely the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs to make the necessary and previously unforeseen but related repairs, is in the best interest of the citizens of the City of Bloomington and is germane to the original contract.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$10,933 in the contract between the City of Bloomington and R.L. Vollintine Construction, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Change Order using the unit prices from R.L. Vollintine Construction, Inc., for the west elevation tuck pointing project be accepted, the Change Order approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and Clerk City be authorized to execute the necessary documents and the Resolution adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order No. 1 to the Professional Services Agreement with Clark Dietz, Inc. for the Phase 2 Locust CSO (Combined Sewer Overflow) Elimination and Water Main Replacement Project Design

RECOMMENDATION/MOTION: Recommend that the Change Order to the Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The

change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. Quality water for the long term and 5.b. City decisions consistent with plans and policies. Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency, (IEPA).

BACKGROUND: At the June 10, 2014 Council meeting, Council approved a professional services contract with Clark Dietz in the amount of \$285,355 for the engineering design of Phase 2 Locust CSO Elimination and Water Main Replacement Project. The original scope for this Phase 2 design work included design of sewer lining for existing sewer mains to remain in place within the Phase 2 project limits. However, there had previously been identified existing sewers within the limits of the Phase 1 project that were also candidates for sewer lining, possibly on a City, (non-IEPA loan), sewer lining project. The Phase 2 project will now include an alternate bid option to line existing sewers within the Phase 1 project limits. Sewer lining prices will be evaluated after bid opening to determine the extent of sewer lining to be completed as part of the Phase 2 IEPA loan project. Additional design work also included design of storm sewer to correct a surface drainage problem in the alley between Moore and Warner that was identified after topographic survey work was completed under the Phase 2 design contract. These items were not in the original scope of Clark Dietz's contract for Phase 2 design. Clark Dietz has proposed charges totaling \$13,188.50 to include this additional design in the Phase 2 project plans.

Staff has reviewed the proposed charges for additional design services and found them to be reasonable. The increased design cost is necessary to expand the project scope above that previously approved by Council. To pay Clark Dietz, Inc. for these design scope increases, the current agreement would need to be amended to include the additional \$13,188.50 in design cost, summarized as follows:

Organization	Account	Original Contract	Changer Order #1	Total
Water	50100110-70050	\$109,255		\$109,255.00
Sewer	51101100-70050	88,050	\$6,594.25	\$94,644.25
Storm	53103100-70050	88,050	6,594.25	\$94,644.25
Total		\$285,355	\$13,188.50	\$298,543.50

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held this fall or early winter.

FINANCIAL IMPACT: There are sufficient funds budgeted FY 2015 Budget in Sewer and Storm Water available to cover this change order. For stakeholders, please reference the FY

2015 Budget Book titled "Other Funds & Capital Improvement Program". The Sewer - Engineering Services (51101100 - 70050) budget can be found on page 158 and the Storm Water - Engineering Services (53103100 - 70050) budget can be located on page 168.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works

Reviewed by: Sue McLaughlin, Interim Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 - 51

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$13,188.50 IN THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CLARK DIETZ, INC.

WHEREAS, the City of Bloomington has previously entered into a professional services contract with Clark Dietz, Inc. for the engineering design of Phase 2 Locust Street CSO Elimination and Water Main Replacement Project and

WHEREAS, for the reasons set forth in the staff report in the October 27, 2014 memo it was necessary to lining existing sewers and drainage improvements to alleys between Moore and Warner St.; and

WHEREAS, it is the finding of the City Council that the work described in the October 27, 2014 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

That a change order in the amount of \$13,188.50 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Schmidt, seconded by Alderman Painter that the Change Order to Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Grant Application – Illinois Historic Preservation Agency, (IHPA)

RECOMMENDATION: Recommend that the request for submittal of a \$21,000 grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City's web site.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 6. Prosperous Downtown.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e: Partnering with others for the most cost effective service delivery and Objective 6e. Preservation of historic buildings.

BACKGROUND: The mission of the IHPA is to collect, preserve, interpret and communicate the diverse heritage of Illinois, and to educate the public by providing access to historic resources in the state. One way this is accomplished is by providing funding resources to local communities allowing them to enhance a community's ability to collect and ensure access to historical documents, and to educate local residents as to the historical resources within the community.

To this end, the Historical Preservation Commission believed it best to pursue a grant that would invigorate efforts to increase awareness of historical resources in the City and to educate residents on the nature of these resources. Accordingly, funding is being sought to significantly enhance the City's web site devoted to historic preservation, to provide information as to preservation grants available through the City, to provide information as to obtaining Certificate of Appropriateness when undertaking improvements to a building within one of our historic districts, to more fully display and describe the six (6) historic districts within the City, to identify and describe the twelve (12) historic structures in the City, and to allow for the production of up to four (4) vignettes that would provide more in-depth information on individual buildings. Future grant initiatives will be sought to expand this to include all of the historic buildings in the City, and each of the six (6) historic districts, as well as vignettes on the history of the City and perhaps well-known historical residents of and visitors to the City.

While this grant program is available on an annual basis, the City has not taken advantage of the program. It is recommended that if successful, annual grant requests be made to the IHPA to further the efforts of the Historic Preservation Commission and the City.

This is a 70/30 grant, with seventy percent (70%) of the funding provided by the IHPA, and thirty percent (30%) by the City. This is also a reimbursable grant, the City will have to provide for the full \$21,000 in funds for the program, requesting, at project completion, the \$14,700 in reimbursable expenses.

As this was not an anticipate expenditure from the current City Budget, actual expenses will be deferred until the FY 2016 budget which begins May 1, 2015.

COMMUNITY GROUPS/INTERESTED PARTIES CONTACTED: Historic Preservation Commission, McLean County Museum of History, and the City's Staff Planning and Land Development Committee, (SPALD).

FINANCIAL IMPACT: There is no financial impact at this time as this memo is requesting permission to apply for the grant.

Respectively submitted for Council consideration.

Prepared by:

Frank Koehler, Int. ED Coordinator

Financial & budgetary reviewed by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the request for submittal of a \$21,000, (state's share = \$14,200 and City's share = \$6,800), grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City's web site.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with the County of McLean for Cost Sharing of the Local Portion of Traffic Signal Improvements at Towanda Barnes Rd. and Fort Jesse Rd.

RECOMMENDATION/MOTION: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. Better quality roads and sidewalks and Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: The County of McLean will be bidding a multi-million dollar road construction project on an Illinois Department of Transportation, (IDOT), letting in November 2014 to widen Towanda Barnes Rd. from Fort Jesse Rd. north through Raab Rd. to a five (5) lane urban section. As part of this project there will be some traffic signal work at the intersection of Towanda Barnes Rd. and Fort Jesse Rd. Most of the cost of this project is being paid for using federal funds. There is a local cost share to this project and this Intergovernmental Agreement specifies that the City will pay for half of the local share of the actual final cost for the traffic signal work at this location. This is based on an existing Intergovernmental

Agreement for Traffic Signal Maintenance that specifies the City and County share traffic signal maintenance costs at this location 50/50 since Towanda Barnes Rd. is a County Highway and Fort Jesse Rd. is under City's jurisdiction. The current estimate of the City's share is about \$9,000. The actual amount due will be calculated based upon the work completed at the contract awarded bid prices.

Construction is expected to begin in the spring 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County. This project is included in the approved Transportation Improvement Plan (TIP) for McLean County.

FINANCIAL IMPACT: For this item \$15,000 has been included in the FY 2016 proposed Budget. The funding Funds will be requested for approval in the FY 2016 Proposed Budget out of Capital Improvement - Street Construction and Improvement account (40100100 - 72530).

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND FORT JESSE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called "City", is a municipal corporation and the County of McLean, hereinafter called "County", is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Fort Jesse Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2015, and shall be performed after April 15, 2015.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for an Intersection Design Study (IDS), the Traffic Signal Design, and Intersection Design. The County will supervise the construction of the project.
5. The Illinois Department of Transportation will take bids and enter into the Contract with the concurrence of the County.
6. The City shall reimburse the County for Fifty percent (50%) of all construction costs associated with the upgrade of signals at the intersection which are not covered by the federal funding for the project as work progresses.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner
City of Bloomington

Tracey Covert
City of Bloomington Clerk

10/28/2014

Chairman Matt Sorensen
McLean County Board

Kathy Michael
McLean County Clerk

10/21/2014

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE BLOOMINGTON

MAINTENANCE

ENERGY

Loc No.	Intersection	County %	City %	County%	City %	Level
141	Towanda Barnes Rd. Ireland Grove Rd.	50	50	50	50	1
142	Towanda Barnes Rd. General Electric Rd.	50	50	50	50	1
143	Towanda Barnes Rd. Fort Jesse Rd.	50	50	50	50	1
144	Towanda Barnes Rd. Oakland Avenue	50	50	50	50	1
145	White Oak Rd. Dr. Martin Luther King Jr. Dr.	50	50	50	50	1

Approved: September, 2002

Revised: October, 2014

Motion by Alderman Schmidt, seconded by Alderman Painter that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Illinois Environmental Protection Agency (IEPA) Loan Closeout Documents for Phase 1 Locust Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project

RECOMMENDATION/MOTION: Recommend that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.b. Quality water for the long term and Objective 5b. City decisions consistent with plans and policies.

Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the IEPA.

BACKGROUND: In compliance with IEPA’s policy for control of CSO, the City developed a Long Term Control Plan, (LTCP), to identify CSO locations as a tool to work towards elimination of CSO within the City’s sewer system. Of the seven (7) CSO locations originally identified, the only remaining locations are at Maizefield Ave., Locust St. and Colton Avenue. A draft report has been completed for the Maizefield CSO location which has identified solutions for eliminating that CSO. The Colton Ave. CSO is located just downstream from the Locust St. CSO, which are both CSO outlets to the same sewer shed. The Colton CSO has been closed with sandbags since October 2009 and will continue to be monitored until the Locust CSO elimination work is completed and both CSO locations may be removed from the IEPA list. Phase 1 construction which involved a multiphase project to eliminate the Locust CSO was recently completed. Federal stimulus funds were available for this project; terms of the Phase 1 project State Revolving Fund, (SRF), loan included 1.25% interest on a twenty (20) year repayment schedule and principle forgiveness of \$1,362,016 on the sewer loan and \$728,233 on the water loan.

In order for the IEPA to continue the process for closeout of the Phase 1 loan, there are documents the City must sign and return. Those documents include the following:

1. Certificate Regarding O&M (Operation & Maintenance)
2. Release of Liability, Obligations and Claims

The City meets the requirements of the “Certificate Regarding O & M” through trained sewer maintenance crews, and maintaining records that include manufacturer’s information, as-built drawings, and reference manuals. The “Release of Liability, Obligations and Claims” may be provided because the City has final waivers of lien on file in the project records.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works
Sue McLaughlin, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Motion by Alderman Schmidt, seconded by Alderman Painter that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Applied Controls, Inc., (ACI) for HVAC (Heating Ventilating & Air Conditioning) Controls Services at the US Cellular Coliseum (USCC)

RECOMMENDATION/MOTION: Recommend that the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City sought proposals for HVAC controls system services for the USCC on May 30, 2014. The original Request for Proposal (RFP) was rejected and the Council authorized the staff to negotiate a contract with ACI to perform the services.

ACI is familiar with the intricate and complex controls system inside the USCC. In December 2013, ACI accompanied Ketchmark & Associates during the initial assessment of the USCC's HVAC systems to offer technical advice on proper system configuration when the smoke and general exhaust systems were found to be deficient. ACI comes highly recommended by Ketchmark to perform the necessary repairs based on their credentials as being a Johnson Controls certified vendor/installer and their past experiences with the company.

The contract negotiated by staff represents eighty (80) hours of technical labor with a not to exceed cost of \$15,440 plus required parts (estimated \$5,000).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFP was advertised in The Pantagraph on May 30, 2014. Applied Controls, Inc.; ENTEK Controls; CCI Automated Technologies; iSYS; Control Contractors, Inc.; Certified Mechanical, Inc.; and Johnson Controls, Inc. were notified.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

Prepared by: Alexander S. McElroy, Asst. to the City Manager

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
CONTRACT WITH APPLIED CONTROLS, INC. FOR
HVAC CONTROLS SERVICES FOR THE USCC**

THIS AGREEMENT, dated this ____ day of October, 2014, is between the City of Bloomington (hereinafter "CITY") and Applied Controls, Inc. (hereinafter "APPLIED CONTROLS").

WHEREAS, the CITY sought proposals for controls system services for the U.S. Cellular Coliseum HVAC system on May 30, 2014; and

WHEREAS, no awards were made under the initial RFP and the City thereafter authorized the City Manager to negotiate and enter into a contract with Applied Controls, Inc., as a sole source vendor, to provide the services.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. APPLIED CONTROLS shall furnish eighty (80) hours of onsite technical labor for building automation system maintenance and calibration services at the U.S. Cellular Coliseum. APPLIED CONTRACTORS shall send two people to be on site as required during the month of October 2014 and two people two weeks in a row, unless otherwise agreed to by the City and with the understanding that said weeks might be separated. The personnel from APPLIED CONTROLS will have experience with Johnson Controls digital control systems and one or both will have experience with the particular site. Hereinafter, these services shall be collectively referred to as “the Work”.

Section 3. Incorporation of Proposal Terms. The provisions of the proposal submitted by APPLIED CONTROLS, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by APPLIED CONTROLS. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 4. Payment & Term. For the Work performed by APPLIED CONTROLS, the CITY shall pay APPLIED CONTROLS as follows:

- (a) Eighty (80) hours of technical labor based upon 10 hour days on site for a total not to exceed cost of \$10,960.00 (\$10,400 straight time, billed at \$135.00 hour, and \$560.00 of overtime, billed at \$165.00 per hour). No double time per hour shall be included and no Sunday work is expected;
- (b) Truck charges at \$100.00 per truck per day (two trucks will be used) at a total not to exceed cost of \$800.00;
- (c) Travel to site charges based upon 2.5 hours each way per truck for a total not to exceed cost of \$2,600.00;
- (d) Meals based upon and not to exceed \$60.00 per person per day, for a total not to exceed cost of \$480.00;
- (e) Lodging based upon and not to exceed \$75.00 per person, per day, for a total not to exceed cost of \$600.00;
- (f) Budgeted parts required (Johnson parts shall be at list price less 50%) for a total estimated cost of \$5,000. However, parts will be billed based upon what is used.

APPLIED CONTROLS shall submit monthly invoices for its services that detail the work performed and expense. Upon receipt of a proper invoice, payment will be due 30 days thereafter. For any invoice, the CITY may require supporting documentation for items identified before making payment.

Section 5. Prevailing Wage. This Contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by APPLIED CONTROLS’s failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within APPLIED CONTROLS’S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 7. Indemnification. To the fullest extent permitted by law, APPLIED CONTROLS shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with APPLIED CONTROLS's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 8. General Liability Insurance. APPLIED CONTROLS shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. APPLIED CONTROLS hereby represents it is legally able to perform the work.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. APPLIED CONTROLS and all work performed under this Contract by APPLIED CONTROLS shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

APPLIED CONTROLS, INC.

By: Tari Renner
Its Mayor

By: Vicki L. Kostrzewa
Its President

ATTEST:

By: Tracey Covert
City Clerk

By: John E. Kostrzewa
Its Secretary

Motion by Alderman Schmidt, seconded by Alderman Painter that the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Settlement and Release Agreement - US Cellular Coliseum (USCC) and Pepsi Ice Center Parking Garage (PICPG)

RECOMMENDATION/MOTION: Recommend that the Settlement and Release Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner and 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: At the September 15, 2014 Special Council Meeting, the Council agreed to a mediation settlement of outstanding claims regarding the exhaust system at the USCC and construction issues with the PICPG. A formal settlement agreement has now been drafted and agreed to by the parties and is being formally submitted for approval by the Council. The major terms of the settlement are as follows: (i) the parties will pay the City \$795,000 in settlement of the outstanding claims; (ii) the City releases the parties of all claims, including past, current and future claims; (iii) the pending arbitration will be dismissed with no admission of liability by any party; and (iv) the parties will be prevented from disparaging one another on issues that were either raised or could have been raised in the arbitration.

Payments are being held in trust by the City's Legal Counsel on this case and will be dispersed upon approval and execution by all parties on or before November 15, 2014, (this includes the first payment by Johnston Contractors, Inc.)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is effective as of September 30, 2014, by and between the **City of Bloomington (“City”); Brisbin Brook Beynon Architects (“BBB”); Stadium Consultants International (“Stadium”); The Mitchell Partnership (“TMP”); Cretex Companies, Inc. (“Cretex”); IPC, Inc.; (“IPC”); Johnston Contractors, Inc. (“Johnston”); Losch Engineering Corp. (“Losch”); Mid Illinois Mechanical, Inc. (“MIM”); CH2M Hill (“Hill”); and Yolles Structural Engineers (“Yolles”)** who are each a “Party” to this Agreement and who are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City filed a Demand for Arbitration (“Demand”) with the American Arbitration Association on April 10, 2014 alleging construction defects at the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage as more fully set forth in the Demand and Mediation Statements filed under Case No. 011400001278 joining BBB, SCI, Johnston, IPC, Cretex and MIM as Parties to the Arbitration (“Arbitration Action”); and

WHEREAS, Yolles, Hill, TMP and Losch participated as additional parties to a two day Mediation on September 9 and 10, 2014 and are further participating as additional parties under this Agreement; and

WHEREAS, all Arbitration and all Mediation parties executed a Memorandum of Understanding dated September 10, 2014 outlining the terms of settlement and mutual general releases to be entered into under this Agreement; and

WHEREAS, it is the express intent of the Parties to completely and forever settle any and all claims that have been made by the Parties or could have been made by the Parties and all issues and disputes between and among them related to the Project, the Building, the Design and Construction Contracts, for the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals are incorporated into this Agreement and shall be deemed an integral part of the Agreement.
2. The Parties understand and agree that this Agreement is in the nature of a settlement and compromise of disputed claims. This Agreement is not to be construed as an admission of fault or liability on the part of any Party hereto, which fault or liability is expressly denied.

3. The Parties agree that they will not make any disparaging, denigrating, demeaning or untrue statements about the other Party or any person associated with the other Party, including any officer, director, member, consultant, expert, or legal representative of the other Party with respect to any of the issues raised, or which could have been raised in this arbitration action.

4. On or before October 20, 2014, BBB, SCI, IPC, Cretex, Johnston, Losch, MIM, Hill, TMP and Yolles shall pay the aggregate sum of \$795,000.00 to the City (the "Mediation Settlement Payment") as follows:

a.	IPC, Inc. and Cretex (including \$50,000 from Losch)	\$350,000
b.	MIM	\$100,000
c.	BBB and SCI (including \$75,000 from TMP)	\$175,000
d.	Yolles/Hill	\$ 85,000
e.	Johnston	\$ 85,000
Total		\$795,000

Notwithstanding the above, Johnston shall make three (3) equal payments of \$28,333.33, the first of which shall be due on October 20, 2014, the second on or before January 19, 2015, and the third on or before April 20, 2015

5. Except for the obligations set forth in this Agreement, effective upon payment of the Mediation Settlement Payment to the City, the Parties (and each of them), for themselves and for their direct and indirect parents, subsidiaries, affiliates and related corporations, and all of their respective officers, directors, partners, partnerships, agents, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, hereby fully and unconditionally release and discharge each and every other Party and their direct and indirect parents, subsidiaries, affiliates and related companies, and all of their respective officers, directors, partners, partnerships, agents, lenders, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, from any and all known and unknown claims, counterclaims, actions, rights, obligations, agreements, demands, back charges, losses, costs, damages, expenses, debts, liabilities, and causes of action whatsoever, whether direct or indirect and whether in tort, contract or otherwise, known and unknown, including any and all past, present and future claims, arising out of, or in any way related to, or in any way connected with, the Project, the Building, the Design and Construction Contracts, the U.S. Cellular Coliseum and the Pepsi Ice Center Parking Garage. This Agreement shall be binding upon all Parties. This Agreement and the foregoing mutual release language shall not prejudice the rights of any participating party to seek reimbursement from any non-participating insurer or non-participating party.

6. Within fourteen (14) days after the delivery of the Mediation Settlement Payment, and provided all tendered checks have cleared their respective banks, the Parties shall jointly move to dismiss, with prejudice, the Arbitration Action with all Parties bearing their own attorneys' fees, costs and expenses. The Parties shall cooperate and execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary to the performance of their obligations to cause the dismissals to be filed and to take effect.

7. The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8. In entering into this Agreement, each Party has relied solely upon its own investigation of the facts and not upon any communication or conduct of whatever kind or nature of any person, entity or Party in connection with the decision to enter into this Agreement.

9. This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings, and constitutes the entire Agreement between the Parties.

10. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision of the Agreement. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the affected Parties. No failure or delay in enforcing any right hereunder will be deemed a waiver. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11. The provisions of this Agreement shall be deemed severable from each other, and if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

12. There are no intended third-party beneficiaries of this Agreement and no third-party shall be entitled to rely on any provision of this Agreement.

13. Each Party represents and warrants that the person signing this Agreement on its behalf has the authority to do so and thereby to bind it to this Agreement. The Parties represent and warrant that: they had not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments,

awards, obligations, costs, expenses, and fees which are being released hereunder. Each other Party warrants and represents that: (1) it owns and holds all rights, title and interest in and to the claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees that are the subject of the waivers and releases it has given in this Agreement and (2) it has not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees which are being released hereunder.

14. The Parties agree that this Agreement shall be governed in accordance with the laws of Illinois, excluding its choice of law provisions. Additionally, the parties expressly affirm that all rights and obligations regarding this settlement are governed solely by the terms of this Agreement and each expressly waives the application of 735 ILCS 5/2-2301(2014) entitled "Settlement."

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Photocopies, facsimiles or PDF's of executed copies of this Agreement may be treated as originals.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of September 30, 2014.

City of Bloomington

Cretex Companies, Inc.

By: Tari Renner
Title: Mayor

By:
Title:

Mid Illinois Mechanical, Inc.

IPC, Inc.

By:
Title:

By:
Title:

Johnston Contractors, Inc.

Brisbin Brook Beynon Architects

By:
Title:

By:
Title:

Losch Engineering Corp.

Yolles Structural Engineers

By:
Title:

Stadium Consultants International

By:
Title:

The Mitchell Partnership

By:
Title:

CH2M Hill

By:
Title:

By:
Title:

Motion by Alderman Schmidt, seconded by Alderman Painter that the Settlement Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petitions from TGFP, LLC for Approval of Utility, Pedestrian and Sanitary Sewer Easement Dedications in Lot 3 of the Resubdivision of Lot 2 of Illinois Power Company Subdivision, (Golwitzer Commercial Sub.), and Utility and Pedestrian Easements in Lot 1 of the Illinois Power Company Subdivision, (Pony League)

RECOMMENDATION/MOTION: Recommend that the Dedications be approved and the Ordinances passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On September 12, 2005, Council approved a Preliminary Plan for the Golwitzer Commercial Subdivision. The required public improvements, including sanitary and

storm sewers and water mains, were subsequently constructed by the developer. As a final plat has not yet been submitted for this subdivision, the proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

McLean County Pony Baseball has worked closely with the developers of Golwitzer Commercial Subdivision in allowing the extension of utilities and drainage improvements to mutually benefit both properties. The proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: TGFP, LLC and McLean County Pony Baseball, Inc.

FINANCIAL IMPACT: None. All survey, plat and recording costs are paid by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

Reviewed by: Kevin Kothe, PE, City Engineer

Reviewed by: Jim Karch, PE, CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR DEDICATION OF EASEMENTS

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES TGFP, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the dedication of the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement and upon approval of the Petition, dedicates same to the City of Bloomington, McLean County, Illinois, as noted on an Easement Plat dated May 5, 2014 prepared by Farnsworth Group, Inc.

WHEREFORE, your Petitioner prays that the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement be dedicated.

Respectfully submitted,

TGFP, LLC, Petitioner

By: David Goldwitzer
Its Manager

ORDINANCE NO 2014 - 104

AN ORDINANCE PROVIDING FOR THE DEDICATION OF PERMANENT UTILITY EASEMENT, PEDESTRIAN EASEMENT AND SANITARY SEWER EASEMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of a Permanent Utility Easement, a Pedestrian Easement and a Sanitary Sewer Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in which case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as requested in this case.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, McLean County, Illinois:

1. That the Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as shown on the attached Easement Plat, are hereby dedicated.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"

Lot 3 in the Resubdivision of Lot 2 in the Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

LEGAL DESCRIPTIONS

Permanent Utility Easement:

The South 10 feet of the North 20 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Pedestrian Easement:

The North 10 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Sanitary Sewer Easement:

The East 15 feet of the West 50 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office, except the North 20 feet thereof and except the South 279.25 feet thereof.

PETITION

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, McLEAN COUNTY, ILLINOIS

NOW COMES TGFP, LLC, an Illinois Limited Liability Company, by and through its attorneys, LIVINGSTON, BARGER, BRANDT & SCHROEDER, and Petitions the City of Bloomington, a Municipal Corporation, to accept the Utility Easement and the Pedestrian Easement, as shown on the attached Easement Plat dated April 12, 2013 prepared by Farnsworth Group.

In furtherance of this Petition, there is attached hereto a copy of a Quit Claim Deed executed by McLean County Pony Baseball, Inc., the record titleholder to the property described therein, by which it transfers to the City of Bloomington, a Municipal Corporation, the two easements referred to in the preceding paragraph hereof. As well, said Quit Claim Deed transfers to TGFP, LLC the Drainage Easement show on said Plat. The original executed Quit Claim Deed has been delivered to the City Clerk simultaneously with the filing of this Petition.

WHEREFORE, TGFP, LLC, an Illinois Limited Liability Company, requests that the City of Bloomington, a Municipal Corporation, accept the dedication the Utility Easement and the Pedestrian Easement and approves same by the adoption of the Ordinance tendered herewith and by the recording of the Quit Claim Deed.

Respectfully submitted,

TGFP, LLC, an Illinois Limited Liability Company

By : William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - 105

AN ORDINANCE ACCEPTING DEDICATION OF EASEMENTS

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting that the City of Bloomington accept the Utility Easement and the Pedestrian Easement as shown on the Easement Plat attached to the Petition dated April 12, 2013 and being legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and it is appropriate for the City of Bloomington to accept said Easements.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS:

1. That the dedication of the Utility Easement and the Pedestrian Easement set forth on the attached Easement Plat dated April 12, 2013 is hereby accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage.

PASSED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT "A"

Utility Easement: The North 25 feet of the following described property:

Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds

West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Pedestrian Easement: The North 10 feet of the following described property:

Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

PIN: 22 – 18 – 200 - 003

Motion by Alderman Schmidt, seconded by Alderman Painter that the Dedications be approved and the Ordinances passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of the Request Submitted by KSTT, LLC Requesting Approval to Reinstated Preliminary Plan for the Business Park at Nord Farms for the Property Located South IL Rt. 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres, (PS-04-14)

RECOMMENDATION/MOTION: Recommend that Preliminary Plan for the Business Park at Nord Farms be reinstated.

STRATEGIC PLAN LINK: Goal 3 Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses. The reinstatement of the Preliminary Plan allow an existing business in this subdivision to to expand and encourage the growth of nearby new businesses.

BACKGROUND: The land subject to the reinstatement of the Preliminary Plan is located on the south side of IL Rt. 9 and Mitsubishi Motorway. The Preliminary Plan for this subdivision has expired and needs to be reinstated which will enable petitions for final plats. If the reinstatement of the Preliminary Plan is approved, the owner intends to expand his storage business to the west.

PLANNING COMMISSION: The reinstatement of the Preliminary Plan was before the Planning Commission for a public hearing and review on October 8, 2014. The petitioner spoke and explained what has already been developed and his desire for expansion. No one else from the public spoke in support or in opposition to the petition. The Planning Commission voted to recommend approval of the request by a vote of 7 - 0.

Staff reviewed the request and concluded there are no issues with the reinstatement and supports same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Notices were mailed to approximately twenty-six (26) property owners within 500' of the subject site. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be no financial impact on the City revenues upon approval of the reinstatement. Once the petitioner requests approval of a final plat and his business is expanded there should be a slight increase in property and sales tax revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Schmidt, seconded by Alderman Painter that the Preliminary Plan for the Business Park at Nord Farms be reinstated.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Petition from St. Ivans, LLC, Requesting Approval of a Final Plat for the First Addition St. Ivan's at Fox Creek, commonly located at St. Ivan's Court south of Fox Creek Rd.

RECOMMENDATION/MOTION: Recommend that the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located north of Fox Creek Country Club Subdivision, west of Heritage Estates Subdivision, south of Fox Creek Rd. and east of Monica Ln. The Final Plat is in conformance with the Second Revised Preliminary Plan approved by Council on May 29, 2012. The parcel is located south of the existing St. Ivan's at Fox Creek Subdivision.

In accordance with the Annexation Agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. All public improvements for this subdivision have been accepted and the one (1) year warranty period has elapsed, no performance bond is required for this subdivision and no outstanding punchlist exists.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: St. Ivans, LLC and Shive-Hattery.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

Now comes St. Ivans, LLC, an Illinois limited liability company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as First Addition to St. Ivan's at Fox Creek Subdivision, Bloomington, Illinois.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioners respectfully prays that said Final Plat for the First Addition to St. Ivan's at Fox Creek subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
ST. IVANS, LLC
By: Snyder Properties Trust, Member

By: Stephen W. Snyder
One of its Trustees

ORDINANCE NO. 2014 - 106

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIRST ADDITION TO ST. IVAN'S AT FOX CREEK SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the First Addition to St. Ivan's at Fox Creek Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

None other than permitted by the Preliminary Plan and/or Annexation Agreement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That the Final Plat of the First Addition to St. Ivan's at Fox Creek Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 27th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

LEGAL DESCRIPTION

First Addition to St. Ivan's at Fox Creek Subdivision

A part of Outlot 8 in St. Ivan's at Fox Creek in the City of Bloomington, according to Doc. #2006-19857 in the McLean County Recorder of Deeds, McLean County, Illinois, located in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Outlot 8;

Thence South 01 Degrees 07 Minutes 17 Seconds East 287.76 feet along the said East line of St. Ivan's at Fox Creek to the Northeast corner of the Fifth Addition to Fox Creek Country Club (Doc. #98 - 16606);

Thence South 88 Degrees 52 Minutes 43 Seconds West 330.00 feet along the North line of said Fifth Addition to Fox Creek Country Club;

Thence North 01 Degrees 07 Minutes 17 Seconds West 275.00 feet along the East line of Lot 5 in said Fox Creek Country Club;

Thence North 66 Degrees 10 Minutes 12 Seconds East 33.06 feet;

Thence North 88 Degrees 52 Minutes 43 Seconds East 299.51 feet to the Point of Beginning, containing 94,766.67 square feet (2.175 acres) more or less.

Motion by Alderman Schmidt, seconded by Alderman Painter that the Final Plat be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Grove Subdivision – Memorandum of Understanding (MOU) & Agreement

RECOMMENDATION/MOTION: Recommend that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: At the August 25, 2014, Work Session, City staff outlined a number of options regarding future development at the Grove Subdivision. Since that Work Session, staff has continued to work with the developers and is now proposing a Memorandum of Understanding be adopted to ensure clarity of the rights and responsibilities of the parties regarding the construction of a nature trail at the subdivision and notice requirements for future improvements.

To avoid the additional expense to the City of installing a pedestrian underpass at Kickapoo Creek Rd., and as a result of the trail most likely being used as a nature path, the MOU provides that no pedestrian underpass will be required to be constructed by the developers. However, the developers will be required to grade the pedestrian path as shown on the Preliminary Plan, specifically including up to and level with Kickapoo Creek Rd. The developers will also be required to construct retaining walls to address the vertical grade difference.

To assist the City plan for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year, provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between. Outside of this annual report, the developers will also be required to provide written notice any other time it becomes known that future development is planned and a possible future expense created for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Grove on Kickapoo Creek, LLC, McLean County Unit District 5 and Farnsworth Group.

FINANCIAL IMPACT: The October 1st date will assist City planning for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year to provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

**GROVE SUBDIVISION
MEMORANDUM OF UNDERSTANDING & AGREEMENT**

This Memorandum of Understanding and Agreement (hereinafter, “Memorandum of Understanding”) is made and entered into on this 13th day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Eastlake, L.L.C., herein referred to as “Owner”.

WHEREAS, on September 26, 2005, an Annexation Agreement (hereinafter, “Agreement”) for development of certain land, subsequently annexed as The Grove on Kickapoo Creek (hereinafter, “Subdivision”), which was entered into by and between the City and, among others, Eastlake, L.L.C.;

WHEREAS, Eastlake, L.L.C. remains the Owner of certain undeveloped land subject to the Agreement, including certain land west of Kickapoo Creek Road;

WHEREAS, the Preliminary Plan and Amended Preliminary Plan, related to the Subdivision, reflect a certain bike/pedestrian path west of Kickapoo Creek Road (hereinafter, “Extended Pedestrian Path”); and

WHEREAS, since the approval of the Agreement, the parties have disputed whether the Agreement and related documents require the Owner to install a pedestrian underpass at Kickapoo Creek Road (hereinafter “Underpass”), adjoining the Extended Pedestrian Path to the Subdivision east of Kickapoo Creek Road; and

WHEREAS, the Underpass is not required as a term of the Agreement, Preliminary Plans, or Amended Preliminary Plans; and

WHEREAS, there are other requirements within the Subdivision that may in the future require the City to expend funds, but nothing within the Agreement that requires advance notice to the City; and

WHEREAS, to avoid future disputes, the parties desire to enter into this Memorandum of Understanding to memorialize the parties obligations related to the Underpass and providing notice under the terms of the Agreement.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

Section 1. Recitals. The recitals sets forth above shall be incorporated herein to this Section 1 of this Memorandum of Understanding as if fully stated herein.

Section 2. Underpass & Pedestrian Path Obligations. The City acknowledges and affirmatively states that the Owner, its Members, successors and assigns (hereinafter collectively referred to as, "Owner"), have no obligation to construct or financially contribute to an Underpass, whether now or in the future, connecting the Extended Pedestrian Path to the Subdivision east of Kickapoo Creek Road. However, the parties acknowledge that the Owner shall have the following obligations:

- (A) The Owner, at its sole cost and expense, will grade the pedestrian path as shown on the Preliminary Plan and Amended Preliminary Plan, up to and level with Kickapoo Creek Road;
- (B) The Owner, at its sole cost and expense, will construct any necessary retaining walls required because of the vertical grade difference associated with the pedestrian path and grading up to the elevation of Kickapoo Creek Road.

The parties further agree that upon completion of the Extended Path, the City shall take ownership thereof, and be responsible, both financially and otherwise, for paving, if desired, and maintaining the Extended Path, and that Owner shall have no further or additional obligations related thereto. Furthermore, in the event the City shall later determine the Underpass is necessary or convenient, it shall be solely responsible for all costs of the Underpass, including, but not limited to, the costs of engineering, re-grading, and installing the Underpass, including costs for labor and materials.

Section 3. Notice. The Owner will annually, on or before October 1 of each year, provide written notice of (1) all known and anticipated City expenditures that may be reasonably required under the terms of the Agreement, or any other related documents, and (2) any intended and anticipated subsequent Addition to the Subdivision for the next fiscal year. The parties recognize that it is not always possible to foresee all required expenditures. As a result, and in addition to the notice provided above, Owner shall provide the City with reasonable written notice, upon becoming aware of same, of any unforeseen item(s), requiring, or likely to require, an additional expenditure by City. The notice required hereunder shall be based upon information reasonably available to Owner in the course of development and/or construction, and shall not result in any greater, further or additional duty, by Owner to City. The notices set forth herein shall be by both regular and certified mail, sent to the direction of the Director of Public Works at 115 East Washington Street, Bloomington, Illinois 61702, and the City Manager, at 109 E. Olive Street, Bloomington, Illinois 61702.

Section 4. Severability. It is hereby expressed to be the intent of the parties to this Memorandum of Understanding that should any provision, covenant, agreement, or portion of this Memorandum of Understanding, or its application to any person (defined to include any corporation, limited liability company, governmental unit or individual) or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Memorandum of Understanding, and the validity, enforceability, and application to any person or property shall

not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Memorandum of Understanding to the greatest extent permitted by applicable law.

Section 5. Entire Agreement. Except for the Annexation Agreement governing the parties, this Memorandum of Understanding and Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Memorandum of Understanding.

Section 6. No Third Party Beneficiaries. No claim as a third party beneficiary under this Memorandum of Understanding by any Person shall be made, or be valid, against the City or Owner.

EXECUTED and ADOPTED this ____ day of October, 2014, at Bloomington, Illinois.

**City of Bloomington, Illinois,
A Municipal Corporation**

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

EASTLAKE, LLC by its Members

IUVO CONSTRUCTION, LLC

ATTEST:

Its:

KAISNER CORPORATION

ATTEST:

Its:

DOUD BUILDERS, INC.

ATTEST:

Its:

CORE III, LLC

ATTEST:

Its:

FRANKE III, LLC

ATTEST:

Its:

ARMSTRONG CONSTRUCTION CO.

ATTEST:

Its:

Alderman Stearns expressed her concerns and requested clarification. She stated that there was no agreement to build an underpass by the developers.

Jeff Jurgens, Corporation Counsel, addressed the Council. There was no specific requirement for an underpass on this street. He restated that there was nothing in writing.

Alderman Stearns questioned if there were other underpasses. David Hales, City Manager, addressed the Council. There was an underpass on Black Oak Blvd.

Alderman Stearns expressed her concern regarding failure to build an underpass and the creation of a difficult crossing along Kickapoo Creek Rd. She questioned if a traffic signal was needed. Mr. Hales noted that there would be a nature trail. School children would be able to use sidewalks to gain access to the nature trail.

Alderman Stearns restated that one (1) underpass would be built. Mr. Jurgens had spoken with the City's engineering staff. A traffic signal was not warranted.

Mayor Renner noted that there was no assumption that the City would build an underpass.

Motion by Alderman Schmidt, seconded by Alderman Lower that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary document.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Agreement with Microsoft Software Enterprise for License Renewal

RECOMMENDATION/MOTION: Recommend that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses, (PC/Server operating systems, enterprise databases, office productivity software, etc.), are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City strives for.

BACKGROUND: The City has historically participated in an EA with Microsoft Corporation for the use of all of its Microsoft licenses. These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used to provide desktop application services across some of the City's slower WAN, (Wide Area Network), links. Participation in the EA agreement provides

version updates to all software, support, training and transition rights to software when computer hardware is replaced.

Costs for the previous five (5) years of Microsoft EA licensing were:

FY2013	\$112,044.64
FY2012	\$100,609.64
FY2011	\$91,689.08
FY2010	\$105,595.37
FY2009	\$107,787.77

The 2014 payment is higher as a result of Microsoft's price increases and a transition from a device licensing model to a user licensing model. Under the device licensing model, Microsoft now requires a license for every possible device from which a user might access network resources. With today's users accessing information, (i.e. emails, files, applications, websites), from desktop PC's, laptop PC's, smart phones, tablets and even home computers, staff research proved that licensing costs would have risen much higher than the proposed \$147,576.83. Under a user licensing model, each user may access network resources from any number of devices, controlling costs to some degree.

The Microsoft EA is a three (3) year agreement, with licensing costs being spread across all three (3) years. However, there are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract, under which the State of Illinois has negotiated with Microsoft for lower licensing costs, (Contract: Illinois Microsoft EA Agreement, CMS2595580). The Microsoft reseller selected to manage the state's contract is CDWG, Inc., Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$147,576.83 has been budgeted in the FY 2015 Budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by: Alexander McElroy, Asst. to the City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Lower stated that constituents had made him aware of potential cost savings as there was increased competition. He encouraged City staff to research additional information, (i.e. SolidOffice.com).

Scott Sprouls, Information Services Director, addressed the Council. This item involved the renewal of a long standing agreement with Microsoft. He acknowledged that there were other vendors. He addressed open source items. Other items had been returned to Microsoft. He cited the following considerations: available resources, cost efficiency, compatibility, etc. City staff did not have the expertise. Staff productivity was key. City staff looked at other solutions as the City had a variety of services and other resources.

Motion by Alderman Lower, seconded by Alderman Hauman that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Cooperative Agreement for Constructed Wetland Near Lake Bloomington

RECOMMENDATION/MOTION: Recommend that authorization be granted to build a treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy (TNC) be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Providing quality basic services and Goal 2. Upgrade City infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery and Objective 2b. Quality water for the long term.

BACKGROUND: TNC along with the Environmental Defense Fund, McLean County Soil and Water Conservation District and the City are partners in a Conservation Innovation Grant (CIG) that aims to improve water quality in Lake Bloomington. One of the major practices staff is trying to implement in the watershed is the installation of constructed wetlands, to remove nitrates from agricultural drainage tile water. The City is using USDA, (US Department of Agriculture), conservation programs to finance construction of the wetlands on private lands.

The Coca Cola Company (Coke) has an ongoing relationship with TNC, as part of Coke's environmental sustainability initiatives. Coke provided funding to build a tile drainage treatment wetland, and some City owned property near Lake Bloomington is a candidate site. The City operates a tile drainage research field on privately owned property and has some constructed wetlands on City property in a contiguous parcel to the proposed Coke wetland.

The proposed wetland is in line with the City's goals of improving source water quality and as an outreach tool for watershed protection efforts. Coke and TNC will provide all of the funding for the wetland construction and monitoring equipment, and TNC staff will perform monitoring. The Water Department may improve access to the site with existing, budgeted, funds if warranted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The landowner of the tile research property was contacted for permission to transport construction equipment on his lane. The McLean County Soil and Water District participated in project discussions.

FINANCIAL IMPACT: None to minimal. TNC and Coke will provide all of the funding for construction and monitoring equipment. If needed, existing budgeted Water Department funds will be used to improve access to the site or to improve the ability of the area to serve as outreach tool.

Respectfully submitted for Council consideration.

Prepared by: Richard M. Twait, Superintendent of Water Purification

Reviewed by: Brett Lueschen, Interim Director of Water

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. There would be a brief presentation which would assist the Council and public's understanding. The goal was to keep nitrates and other farm land fertilizers out of the water treatment process. He noted future costs.

Rick Twait, Water Purification Superintendent, addressed the Council. This item requested the Council's permission to enter into an agreement to construct a wetland which would address nitrates in the surface water supply. He addressed issues, problems and solutions. The City would need a large treatment facility. The plan was to address the issue at the source. One option was constructed wetlands. The exciting work was done in partnership. He addressed the Mackinaw Drinking Watershed Project. There would be a cooperative agreement to diminish nitrates at the source. The demonstration site would be located on private land. Coca Cola had established a global sustainability project. The City would work with the private land owners. The wetland would be built on City property along Money Creek. Only agricultural tile drainage would be routed to the constructed wetland. He believed that this approach would be successful. The agreement addressed who would provide what. The cost to the City would be minimal. The Council was provided with a photograph of a wetland located at Evergreen Lake. Wetlands provided wildlife habitat.

Mr. Hales questioned the cost to remove nitrates. Mr. Twait estimated the cost of a fixed ion exchange in excess of \$5 - \$6 million. The goal was to minimize the cost, (i.e. \$1 million). He cited waste disposal issues. Ion exchange created a brine solution. There were no sewer facilities at the Water Treatment Plant. The City has been able to control nitrate levels. He cited the reliance on agricultural programs.

Alderman Stearns questioned the number of acres involved. Mr. Twait cited 43,000 at Lake Bloomington and 26,000 at Evergreen Lake. He wanted to address the entire watershed. Wetlands represented one (1) tool. There were other options, (i.e. a suite of tools).

Alderman Schmidt had seen wetlands. She noted Mr. Twait's excitement and interest in water management. Mr. Twait stated that it took a team to address this issue.

Alderman Painter noted that this was a proactive approach. It involved a public/private partnership and was forward thinking.

Motion by Alderman Schmidt, seconded by Alderman Hauman that authorization be granted to build treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Re-Bid, Evergreen Lake Spillway Bridge Superstructure Replacement, (Bid #2015 – 22)

RECOMMENDATION/MOTION: Recommend that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Evergreen Lake Spillway Bridge, built in 1968, is currently under a load limit posting of seventeen (17) tons due to deficient structural components in the bridge deck. The Illinois Department of Transportation, (IDOT), has placed the bridge on a six (6) month inspection interval. To correct those deficiencies it is necessary to remove the existing bridge deck and replace it with a new precast pre-stressed concrete deck beam superstructure. Construction plans have been developed by Hanson Professional Services, Inc., Springfield, IL, for this work.

This project was originally bid in July 2014, a lone bid was received, from Stark Excavating, which was seventy-seven percent (77%) over the engineer's estimate. That bid was rejected by Council on August 11, 2014 and staff was authorized to re-bid the project.

Rejected bid	Stark Excavating, Inc.	\$985,457.20
Original engineer's estimate		\$556,809.00

The project was then re-advertised in August 2014. In order to ensure that contractors were aware of the project, staff made direct contact with contractors in Peoria and Springfield to make notification of the project. Additionally, six (6) separate project notification service companies requested plans, these companies notify contractors of projects that are out for bid.

Hanson Engineers also revised their estimate of cost for the project to \$807,681. The original engineer's estimate was based on an evaluation of recent similar IDOT project costs. Construction over a municipal water supply reservoir and spillway may have additional risk that is non-typical to other IDOT projects, leading to higher cost.

Bids for re-bid of the Evergreen Lake Spillway Bridge Superstructure Replacement Project were received until 1:30 p.m. on Thursday, September 4, 2014, when a lone bid was again received and opened in the office of the City Clerk. The bid tabulation is Attachment 1 and summarized as follows.

Stark Excavating, Inc.	\$994,816.60
Engineer's Estimate	\$807,681.03
Budget	\$650,000.00

The total price bid by Stark Excavating exceeds the revised engineer's estimate by twenty-three percent (23%).

Without another contractor bid to substantiate the Stark bid, City staff sought a third party engineer to provide an estimate of cost to compare to the Stark bid. Staff contacted Collins Engineers, Inc., Chicago, IL, to provide an independent cost estimate. Collins utilized two (2) methods for estimating the cost of this work. First they utilized a method similar to that used by Hanson in which they collected IDOT awarded bid prices for the previous twelve (12) months and applied the quantities of this project to an average of those IDOT prices. That method yielded an estimate of \$721,187, however these were low bid awarded prices. Collins methodology for an engineer's estimate would be to increase that calculated amount by twenty to twenty-five percent (20-25%) which would make their IDOT based estimate \$901,484. The second Collins' method was to use actual prices from a recent IL Rt. 64 bridge project they worked on which was very similar to the Evergreen Bridge. Utilizing those actual bid prices, Collins obtained an estimate for the Evergreen Bridge of \$968,954.

The Collins estimates are summarized as follows:

IDOT 12 mo. average awarded prices x 1.25%:	\$901,484
IL 64 project prices:	\$968,954

Because the Collins estimates more closely agree with the Stark bid, staff now recommends the prices be accepted and the project awarded to Stark Excavating.

The contract completion date is May 15, 2015. The contract is subject to Section 108.09 of the IDOT Standard Specifications which allow for deductions of \$1,025 per calendar day for failure to complete the work on time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Highway Department and McLean County Parks Department were consulted regarding construction schedule.

Public notice of the bid was published in the Pantagraph on August 15 and 22, 2014. A lone bid was received by the September 4, 2014 deadline.

FINANCIAL IMPACT: The difference of \$344,816.60 will be transferred from the budget in Water Purification - Water Plant Construction (50100130 - 72590) to Water Transmission & Distribution - Street Construction and Improvement (50100130 - 72530). The scope of work for the Electrical and Building capital project has changed allowing for funds from this project to cover the additional need to complete the Evergreen Lake Spillway Bridge project. Stakeholders can find the \$650,000 budgeted for this project in the FY 2015 Budget Book titled "Other Funds and Capital Improvement Program" on pages 138, 280, and 143.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Brett Lueschen, Interim Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

David Hales, City Manager, addressed the Council. He noted Greg Kallevig's, Project Engineer, efforts regarding this project.

Alderman Lower cited his familiarity with this item. He had viewed the damage and believed that there would be future issues/costs.

Motion by Alderman Hales, seconded by Alderman Schmidt that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Presentation by Hanson Professional Services Inc. Regarding the Streets Master Plan

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective manner; 2a. Better quality roads and sidewalks; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On July 14, 2014, Council approved a contract with Hanson Professional Services to perform a Streets Master Plan which will develop a strategy for prioritizing capital improvements: resurfacing, maintenance, major improvements and expansions to the transportation system. These are projects such as the future Hershey Rd. extension and Hamilton Rd. alignment from Bunn to Commerce.

The Streets Master Plan will include an in-depth evaluation of twenty-five (25) transportation improvement projects. The proposed projects will be selected through community input, including a resident survey and a public meeting.

Hanson's presentation will describe the Streets Master Plan process and outline potential projects for consideration for detailed analysis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The master planning process will include public outreach.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. He introduced Kurt Bialobreski, Engineer with Hanson Professional Services, Inc. The Council would select the projects. Hanson's staff would address methodology, the objective process and ranking priorities.

Kurt Bialobreski, PE PTOE with Hanson Professional Services, Inc., addressed the Council. The presentation had been updated and also included project sheets. Additional information had been provided. He planned to present an overview of the process. Ranking priorities would involve the Council and public. Stakeholder input would include metrics and projects. Twenty-two (22) projects had been identified but this was not a final list. Council input was needed. The scope included twenty-five (25) projects. The goal was to obtain Council feedback by mid November, then schedule a public meeting. Objectives would be created and the projects would be data driven. Mr. Bialobreski addressed metrics and safety. Adverse travel would include a twenty (20) year transportation plan. A variety of costs were included in life cycle costing. Street projects would coordinate with underground infrastructure improvements. The Council needed stakeholder input. There would be public surveys to rank projects.

Mr. Bialobreski addressed project selection. He noted that there would be twenty-five (25) projects which addressed pavement, cross sections and alignments. In addition, Council and input and stakeholder involvement were key. He addressed types of projects: maintenance, reconstruction and new alignment. A list of projects was presented. North of IL Rt. 9, six (6) projects were cited. South of IL Rt. 9 and east of US 150, seven (7) projects were cited. South of IL Rt. 9 and west of US 150, eleven (11) projects were cited. He noted the role of pavement condition data. A schedule was presented: Council feedback regarding project selection – November 10, 2014; Public meeting – November 17, 2014; Council approval of project list – December 2014; Results presentation – spring/summer 2015. This would kick off the City's twenty (20) year capital plan with objective criteria.

Mr. Hales cited Hamilton Rd. from Bunn to Commerce. The City did not receive a TIGER grant and this project remained unfunded. Mr. Bialobreski noted that this project was listed under south of IL Rt. 9, east of US 51. The information contained in the Streets Master Plan could be used to pursue grant dollars. The City could consider various funding options.

Alderman Sage questioned the useful life of a road and/or bridge. Mr. Bialobreski noted that each project would be placed on equal footing. Alderman Sage noted that the unit cost measure included the useful life. He expressed his hope that the Council would be provided with quantitative information to assist with the Council's project ranking. Mr.

Bialobreski stated that the Council would be presented with a clean slate, (no data). The Council would act as users of the system. All worthy projects would be vetted. Alderman Sage noted that the final list would include twenty-five (25) projects. Mr. Bialobreski believed that the Council's consensus would represent the big picture. Hanson would provide a cost benefit ratio.

Alderman Schmidt requested that Hanson's presentation be put on the City's web site for citizen input.

Alderman Fruin questioned which City projects would be eligible for other funding sources. Mr. Bialobreski noted that a cost benefit analyses must be provided. The City would know if it had a good project.

Alderman Lower expressed his interest in general traffic counts. Mr. Bialobreski added that pavement condition was another consideration.

Alderman Stearns questioned the return rate for a survey which would be included with the City's water bills. Mr. Bialobreski hoped for 300 – 800 surveys. The data would be analyzed and reported to the Council.

Mr. Hales added that Hanson would also look at maintenance practices, (i.e. crack filling). Consideration would be given to road longevity. He recalled the Public Safety Committee's discussion regarding McLean County's road plan. Past plans would be reconsidered with updated information. Changes and alignments would be questioned. He hoped there would be opportunities. He cited the Traffic Improvement Plan's recommendations. The City has struggled to keep up its existing streets. The Council would assist with prioritization. There would be a comprehensive look at City streets in their totality. The City may need to borrow money. Hanson's staff would provide assistance and start the prioritization process. This was an important project.

The following was presented:

SUBJECT: Resolution Communicating City of Bloomington Priorities, Issues and Needs to the Illinois Department of Transportation, (IDOT)

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 5. Great place livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: At the October 13, 2014 Council meeting, City staff and the Council discussed desired projects that fall under jurisdiction and funding of IDOT. As discussed, staff now returns to the Council with a Resolution that would formalize the Council's position on

needs and the desire that IDOT move forward to meet these needs. Staff will formally present this material to IDOT as part of the public input process that IDOT is undertaking for its *Multi-Year Program FY 2015-2020*.

Staff has also reached out to other interested groups and institutions, especially in regard to proposed rerouting of US Rt. 150/IL Rt. 9 out of a west side neighborhood. Groups and institutions such as District 87 Bloomington School District and the Bloomington Education Association were encouraged to formally make their positions known to IDOT.

Following are projects, issues and concerns contained in the Resolution and the rationale for them.

Rerouting US Rt. 150/IL Rt. 9

Members of the Council, City staff and the Bent School teachers and administration strongly disagree with the current routing of US Rt. 150/IL Rt. 9 along Lee St. from Empire St. to Locust St. The City believes this routing is detrimental to neighborhood character and public safety and that the routing poorly serves the trucking industry as well. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement. The Main St. Feasibility Study also recommended the reroute. Locust would be converted to two-way traffic from Lee St. to Main St. to accommodate the change.

Rerouting as proposed would have a limited cost. The City would then assume responsibility for Lee St. and would repurpose it as pedestrian friendly collector street with potential for multi model uses, including bike lanes.

Veterans Parkway and IL Rt. 9

1. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. This project has been budgeted by IDOT in the past but not enacted. The Veterans/IL Rt. 9 intersection has high use and high rate of vehicle collisions. Its configuration is outdated both in terms of traffic design and needs to accommodate the traffic load. The City is urging the state to proceed with haste in addressing the intersection.
2. The City desires advanced preemption capabilities to improve response time of emergency vehicles traveling through the intersection.
3. Adaptive Traffic Signal Control (ATSC) should be installed. This dynamic traffic system would enable the signals to better respond to the traffic conditions of a given moment. It would be especially helpful for seasonal peak times such as weekend shopping traffic near Christmas.

Resurfacing on US Rt. 150 (Clinton St.) US 51N (Center St.) north of Downtown and Elsewhere

Resurfacing is overdue on US Rt. 150 as a whole but especially on Clinton St. The City urges IDOT to give high priority to Clinton St. and to engage in resurfacing of all routes through the

City more often than it does currently. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. This project is complicated by poor subbase, which is believed to be responsible for premature failure of a 2011 IDOT resurfacing.

UPS on IL Rt. 9

The City believes traffic signals should be equipped with Uninterruptible Power Supply (UPS) along IL Rt. 9:

- On the west side: from Mitsubishi Motorway to Hinshaw Ave.
- On the east side: from Towanda Ave. to Towanda Barnes Rd.

Hamilton Road Extension

The City's transportation system is hampered by its limited east-west arterial streets. This is especially the case along southern portions of the City. Over the years, the City has expended great resources to improve and extend Hamilton Rd. along the south. The City's traffic systems would be greatly improved with the Hamilton Rd. extension on the southeast side, from Bunn St. to Commerce Pkwy. This extension would produce positive economic impacts as well as improved travel.

The current estimate for this project is \$14.5 million, which is well beyond the financial capabilities of the City alone. The City was unsuccessful in gaining a federal TIGER grant to assist with funding. City Council and staff request that the state consider assisting with this project.

Truck Route Cooperation

The City would further request better coordination and collaboration with IDOT on truck routing. Trucks periodically are routed by the state on to residential streets that seem nearly incapable of accommodating the trucks. This is especially true of the Lee St. portion of US 150/IL 9. Trucks have at times become stuck for hours. Better coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

FAU and FAS Funding information: As an informational item, the Council should be made aware of how federal money applies to the local transportation system. Federal transportation money is distributed by population and is categorized as FAU, (Federal Aid Urban), and FAS, (Federal Aid Secondary). The local share of the funds is channeled to an area body, in our case, the McLean County Regional Planning Commission. Bloomington, Normal, county and state governments have representation on two (2) committees that decide upon projects. Funds are somewhat limited, the tradition has been to bundle funds and rotate distribution so that major work may be achieved. This year, Normal used \$2.3 million on Northtown Rd., which does not seem to have direct benefit to Bloomington. However, previously, the money went to Hamilton Rd. in south Bloomington, with no immediate benefit to Normal. The next major project will benefit McLean County and the City and Normal. That project entails a \$4.5 million widening of Towanda Barnes Rd. from Fort Jesse Rd. to Raab Rd. Towanda Barnes will be widened from

two (2) lanes to five (5) lanes and signalized. A future possible use would be the Hamilton Rd. extension from Bunn St. to Commerce Pkwy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact at this time.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
RESOLUTION NO. 2014 - 52**

**A RESOLUTION IDENTIFYING PRIORITY ILLINOIS DEPARTMENT OF
TRANSPORTATION PROJECTS**

WHEREAS, the City of Bloomington is a home-rule municipality within the State of Illinois; and

WHEREAS, at the City Council has reviewed various projects that fall under the jurisdiction and funding of the Illinois Department of Transportation (“IDOT”); and

WHEREAS, the City Council has determined that there are five projects that are within the scope of IDOT’s jurisdiction and that are a high priority to the City; and

WHEREAS, the five projects identified herein are deemed by the City Council to be necessary to meet urgent and critical needs of the City; and

WHEREAS, the City Council finds it to be in the best interests of the City that staff focus its efforts with IDOT on the projects identified within this resolution and respectfully requests

that IDOT additionally make such identified projects a priority for the State of Illinois and its Department.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.

2. That the City Council hereby respectfully requests that IDOT give priority and attention to the following projects within the City:

- (1) **Rerouting U.S. Route 150/IL Route 9**: The current routing of U.S. Route 150/IL Route 9 along Lee Street from Empire Street to Locust Street is detrimental to the neighborhood character and public safety. It also poorly serves the trucking industry. Accordingly, rerouting this section to U.S. Business 51 on Center Street would be fairly inexpensive and easily achieved. This would involve converting Locust to two-way traffic from Lee Street to Main Street to accommodate the necessary rerouting.
- (2) **Veterans Parkway and Illinois Route 9**: Substantial improvements are needed to the intersection at Veterans Parkway and Illinois Route 9. The City requests that IDOT move forward with the traffic congestion mitigation phase one engineering study that has been budgeted in the past. Advance preemption capabilities to improve response time and adaptive traffic signal control are also necessary for public safety.
- (3) **Resurfacing of U.S. Route 150 and US 51**: Resurfacing on U.S. Route 150 is substantially overdue and in need. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. Other state routes are also in need of resurfacing on a more frequent schedule.
- (4) **Hamilton Road Extension**: An extension of Hamilton Road on the southeast side, from Bunn Street to Commerce Parkway, is necessary to improve the east-west arterial streets within the City. This would have a substantial economic impact, but the project is estimated to cost \$14.5 million. Accordingly, the City seeks the assistance of IDOT in completing the project.
- (5) **Truck Route Cooperation**: Improved coordination and collaboration with IDOT on truck routing is a priority of the City. For example, trucks are periodically routed by IDOT into residential streets that seem nearly incapable of accommodating the trucks. Improved coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. A minor change had been made to this item. Resurfacing of US 51, (Center St.), north of the Downtown had been added.

Jim Karch, Public Works Director, addressed the Council. He noted that Hamilton Rd., Bunn to Commerce was listed. Intelligent traffic signal design was also included.

Motion by Alderman Black, seconded by Alderman Hauman that the Resolution be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Proposed 2014 Estimated Tax Levy

RECOMMENDATION/MOTION: Recommend that the Council adopt the estimated 2014 Property Tax Levy in the amount of \$23,719,066.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than twenty (20) days prior to the adoption of a final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year extension and if a five percent (5%) increase exists then a public notice and a public hearing must occur.

In addition, the tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, this year the date would be December 30, 2014. Therefore, the adoption of the 2014 Tax Levy Ordinance should be placed on the Council's November 24, 2014 meeting agenda. In addition, it is staff's goal to abate any taxes at this same meeting. The City must abate all debt service payments needed to keep the bond and interest portion of the levy flat. These payments will be made from other services.

There are three (3) components of the property tax formula that affect an increase or decrease in real property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value, (EAV), which is one third of the properties assessed value, and the tax rate which is generated by dividing the levy by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its estimated tax levy based on a preliminary EAV which is an estimate and subject to the appeals process. The final EAV will be completed by January 1, 2015. The tax rate generated is later applied to individual property owner's tax bills on April 1, 2015 and bills are mailed on May 1, 2015.

This year the City is requesting \$23,719,066 which is projected to result in a lower tax rate than last year. Depending on what happens to the City's final EAV, real property owners could receive a slight decrease in property taxes levied by the City.

2014 Tax formula Estimate	\$23,719,066	
(Preliminary EAV):	<u>\$1,802,822,457</u>	1.3157%

Expenditures related to the property tax levy are primarily related to pension funding and operating costs for public safety and the Bloomington Public Library.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2014 Tax Levy was held at the October 20, 2014 Committee of the Whole meeting.

FINANCIAL IMPACT/ANALYSIS: The Council adopted the tax levy last year with only a slight increase for the Library of \$33,233 for a final levy of \$23,219,066. The City Manager and

Finance Director recommend the Council adopt the tax levy estimate of \$23,719,066 which increases the overall levy by \$500,000. *This increase will be solely dedicated to fund the Police and Fire Pensions.*

Staff has created the three (3) exhibits to facilitate Council's decision making process over the next twenty (20) days. The Exhibit 1 depicts the recommendations and allocation for the 2014 Tax Levy. Exhibit 2 is the proposed addition to the tax levy for the pension funding ordinance. Exhibit 3 is the estimated impact to the taxpayer.

Respectfully submitted for Council consideration.

Prepared by: Patti – Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item. Dollars would be earmarked for pensions. Individuals would see a slight decrease to their property tax bill.

David Hales, City Manager, recommended approval of the estimated tax levy. The increase dollars to the property tax levy would be directed towards the Police and Fire Pension Funds. The City needed to increase pension funding by \$6 million. He noted the City's Pension Funding Policy. The final vote on the Property Tax Levy would be in November/December 2014.

Mayor Renner believed that the bond rating agencies would view the estimated property tax levy favorably.

Alderman Black cited the various tax increases that were approved last year.

Patti-Lynn Silva, Finance Director, addressed the Council. She cited the Amusement Tax and the local Motor Fuel Tax, (MFT). If both of these taxes were repealed, the Council would need raise \$2.2 million in revenue. She had prepared a handout which showed the owner of a \$156,000 home would pay an additional \$46 in property taxes.

Alderman Black expressed his interest in eliminating these recently approved taxes and returning to the property tax. He cited constituent feedback that supported a return to the property tax.

Ms. Silva noted that the local MFT was .04 per gallon. Collection of this tax began in August 2014.

Alderman Lower expressed his opinion that pensions should have been funded in the past. He had not changed his opinion. The Council needed to set priorities. The Council needed to consider the bond rating agencies viewpoint. Citizens were paying taxes and ancillary expenses. He cited his and his constituents' opinions. Taxes needed to be reduced and these dollars would be circulated in the local economy.

Alderman Stearns questioned how to maximize current revenue. The question should not be how to gain more revenue. A major employer was making changes. The City was in a fortunate position. It could raise the tax levy and there would be no change to the property tax bill. The City had the opportunity to lower property taxes. These dollars belonged to the citizens. The tax levy should remain flat. Property taxes were high and abusive in her opinion. These dollars would be spent in the local economy. She noted that this was the estimate. She did not want to see higher property taxes.

Alderman Sage requested clarification. Based upon the projection, citizens' tax bills would decrease. The City stood alone compared to the other taxing districts. He expressed his interest in suggestions regarding the City's obligation to fund Police and Fire Pensions. This increase was a small amount. He believed that there was majority support on the Council to fund pensions.

Alderman Black raised two (2) questions: procedure and next steps. Ms. Silva stated that the Council must adopt an estimate tax levy which would sit for twenty (20) days prior to adoption of a final property tax levy. The Property Tax Ordinance would be adopted in November/December 2014. The tax levy was not being increased by five percent (5%) or more, therefore the Truth in Taxation Notice and Public Hearing would not be required.

Mr. Hales added that the City was not good at capturing new growth. The City had not captured property taxes from new growth. He cited the increase costs to provide City services. The City needed to capture dollars through the tax levy to cover the cost of City services. He encouraged the Council to think about same.

Alderman Lower cited the City's and state's tax burden. He questioned if the EAV, (Equalized Assessed Value), was clear and properly allocated.

Mr. Hales addressed property taxes and the public schools reliance on same due to reduced state aid. The City's share of a property tax dollar was thirteen cents (.13) on the dollar.

Ms. Silva acknowledged that the overlapping tax districts would increase property taxes by eleven to twelve percent (11 – 12%). The City aggregate property tax rate was lower than other Central IL communities. Property taxes equaled twenty-five percent (25%) of General Fund revenue.

Motion by Alderman Painter, seconded by Alderman Schmidt that the proposed tax levy be adopted as the estimate of \$23,719,066 for the 2014 Tax Levy.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Schmidt, Painter, Hauman, Sage and Fruin.

Nays: Aldermen Lower, Stearns and Black.

Motion carried.

The following was presented:

SUBJECT: Removal of Barrier on W. Jefferson St. at Allin St.

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods and Objective 4d. Improved neighborhood infrastructure.

BACKGROUND: In 1997, the City blocked off the 700 block of W. Jefferson St. at the Allin St. intersection, creating a dead end on the block. The measure responded to drive-by shootings and a fire bombing in the 700 block. Conceptually, it ended the ability to drive by and reduced crime opportunities of those from outside the neighborhood. Symbolically, it represented a City and a neighborhood determined to confront trouble brought upon the neighborhood. The barrier created by the dead-ending is a grassy area with a sidewalk. It is adjacent to Friendship Park.

More than two (2) years ago, City officials began advocating for removal of the barrier. In the opinion of staff, the barrier has become an obstacle to serving the residents for the Police, Fire and Public Works Departments.

The barrier allows people to congregate in significant numbers, creating a safety concern for the neighborhood. This can occur late into the evening, after the adjacent Friendship Park is closed. Removal of the barrier does not solve west side crime issues; the Police Department never inferred that it would. However, removal prevents late evening congregations of people and it provides the police with better ability to respond to incident reports in the area at all times of the day. The barrier hampers police response to emergencies.

For the Fire Department, the issue involves access. The narrow street and dead-end stop complicates the response to and clearing of fire and ambulance calls. Large vehicles have to reverse out of the street. The dead-end does not provide space for these vehicles to turn around. While public discussion has included removal of on street parking, staff believes this would be a detriment; not all residents have off-street parking. Also, removal of parking would not solve the issue of inability to turn around.

Public Works also has large vehicles, including garbage and recycling trucks and snow plows. The department has similar difficulty providing service to the residents.

Public responses and public hearing: The City has facilitated a large amount of public input on this topic and related issues. It took feedback through two (2) public meetings this year and mail-in and online surveying. The Council held a public hearing on September 22, 2014. Residents have divided opinions on whether the barrier should be removed or should remain and have made these known at public meetings.

Three residents spoke at the Council's public hearing. As documented in the Council's September 22, 2014 Proceedings, one resident spoke in favor of removal, one opposed it and another discussed the divided opinions on the issue.

Responses to the City survey did not generate enough sampling to draw a conclusion as to how the public opinion, by percentage, is actually divided. It invited poll responses from residents and property owners in the 700 and 800 blocks of W. Jefferson St. Of eight (8) responses received, six (6) respondents supported barrier removal.

Timetable: The lengthy input process has been valuable but also makes it unlikely that the City will be able to perform the work this calendar year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff has made public outreaches to the entire neighborhood through surveying and public meetings, which were promoted through direct mailings to both residents and property owners.

FINANCIAL IMPACT: Staff produced a rough preliminary construction estimate of \$80,000 if the work is contracted through the Emergency Utility Maintenance Contract. This memorandum is not intended to address the financial impact as this would be presented to Council if the removal were to be approved.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Mike Kimmerling, Fire Chief
Brendan Heffner, Police Chief
Jim Karch, PE CFM, Director of Public Works
Sue McLaughlin, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

**CITY OF BLOOMINGTON
RESOLUTION NO. 2014 - 53**

**A RESOLUTION DIRECTING THE REMOVAL OF THE ROAD BARRIER ON
WEST JEFFERSON STREET AT ALLIN STREET**

WHEREAS, in 1997, the City blocked off the 700 block of Jefferson Street at the Allin Street intersection, creating a dead end on the block; and

WHEREAS, City staff recently began advocating for the removal of the barrier to better serve the residents with police, fire and public works; and

WHEREAS, a public hearing was held on September 22, 2014 to discuss the potential removal of the barrier and to hear public comments on same; and

WHEREAS, strong public policy and safety arguments were made during the public hearing in support of removing the barrier; and

WHEREAS, the City Council has determined that removing the barrier is in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.
2. That City staff shall begin planning for the removal of the barrier located at the 700 block of Jefferson Street at the Allin Street intersection and shall remove same at the further direction of the City Manager.
3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this 28th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Mayor Renner introduced this item.

Alderman Schmidt noted the length time spent on this item, (i.e. over two/2 years). She cited the public hearing and requested clarification. It was her understanding that Jefferson St. would remain one way headed east.

Jim Karch, Public Works Director, addressed the Council. He acknowledged the one way issue. He noted the impact upon the Salvation Army, located at 601 W. Washington St., and lawful deliveries to same. The City's STAC, (Safety Traffic Advisory Committee), was in the review and evaluation process.

Alderman Schmidt cited her intention to vote no on this item. Individuals who lived east of Allin did not feel heard. They did not believe that the City had recognized the difficulties.

Alderman Black thanked City staff for their time and effort. He noted the low survey response rate. He did not believe that it was possible to please everyone regarding this issue. If there were issues in the future, the City had the ability to readdress same. The City needed to engage its citizens in order to have them respond to issues such as this one.

Alderman Lower believed everyone involved had been informed. The original reason for closing the street was violent crime. He believed that the street should be reopened. The City had the ability to readdress this issue. There was no reason to not take action.

Alderman Stearns expressed her interest in hearing from the residents. This was the advantage of the ward system.

Alderman Black cited past concerns addressed crime issues. He also cited public safety issues, (concerns addressed traffic and crime resurfacing). There had been changes to the neighborhood.

Alderman Schmidt added that there was not unanimous support in the neighborhood to reopen the street. She restated that those living east of Allin did not feel heard.

Motion by Alderman Black, seconded by Alderman Hales that the Resolution be adopted.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: Alderman Schmidt.

Motion carried.

CITY MANAGER'S DISCUSSION: None.

MAYOR'S DISCUSSION: Mayor Renner thanked Tracey Covert, City Clerk, for her two (2) decades of service to the City.

He also cited inquiries regarding leaf pick up. It was his understanding that the leaves should not be placed in the street.

ALDERMEN'S DISCUSSION: Alderman Lower acknowledged the citizens who volunteer and remove leaves from City streets. The leaves plug up City sewers.

Alderman Stearns addressed the estimated tax levy. She noted that the City's EAV, (Equalized Assessed Value), had increased. These dollars should be returned to the citizens. This increase has been presented as a way to address Police and Fire Pension funding. She believed that the City had a spending problem. She supported funding the Police and Fire Pensions. She added that the City had to fund same.

Motion by Alderman Schmidt, seconded by Alderman Hauman, that the meeting be adjourned. Time: 8:41 p.m.

Motion carried.

**Tracey Covert
City Clerk**



FOR COUNCIL: November 10, 2014

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The list of bills and payrolls will be posted on the City's website on November 6, 2014.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

A handwritten signature in black ink, appearing to read 'David A. Hales', is written over a horizontal line.

David A. Hales
City Manager

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: November 10, 2014

SUBJECT: Appointment to the Bloomington-Normal Japan Sister City Committee and Board of Library Trustees

RECOMMENDATION/MOTION: That the Appointments be approved.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4e. Strong partnership with residents and neighborhood associations.

BACKGROUND: I ask your concurrence in the appointment of Catrina Lee Murphy of 1219 South Mason, Bloomington, IL 61701, to the Bloomington-Normal Sister City Committee (Japan). Her three (3) year term will expire April 30, 2017. Ms. Murphy is replacing Rich Strle.

I ask your concurrence in the appointment of Jared Allen Brown of 18 Chatsford Court, Bloomington, IL 61704, to the Board of Library Trustees. His three (3) year term will expire April 30, 2017. Mr. Brown is replacing Peggy Burton.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Mayor contacts all recommended appointments.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by:

M. Beth Oakley, Executive Asst.

Recommended by:

A handwritten signature in black ink that reads 'Tari Renner'.

Tari Renner
Mayor

Attachments: Attachment 1- Board Roster

Motion: **That the Appointments be approved.**

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Japanese Sister City Committee

Staff/Chair	Title	FirstName	LastName	Street	City	State	Zip	Expiration	Appointment Date
		Robert	Harrison	2810 Greenfield Rd	Bloomington	IL	61704	04/30/17	04/14/14
		Steven	Campbell	10 Marvin Gardens	Bloomington	IL	61701	04/30/17	04/14/14
		Teodora	Amoloza	39 Breckenwood Ct	Bloomington	IL	61704	04/30/16	05/28/13
		Donald	Necessary	912 N Madison St, #2	Bloomington	IL	61701	04/30/16	01/14/13
		Bob	Clary	3211 Winchester	Bloomington	IL	61704		12/22/08
Chair		Harriett	Steinbach	511 E Market St	Bloomington	IL	61701		06/09/08
		Sanae	Farrier	2708 Brunswick Dr	Bloomington	IL	61704		
		Cindy	Hansen	422 Standish Dr	Bloomington	IL	61704		
		Joe	Reid	12 Lake Bluff Ct	Bloomington	IL	61704		
		Catrina	Murphy	1219 S Mason	Bloomington	IL	61701	04/30/17	11/10/14

Library Board of Trustees

Staff/Chair	Title	First Name	Last Name	Street	City	State	Zip	Expiration	Re/Appointment Date
		Brittany	Cornell	2605 Binghamton Lane	Bloomington	IL	61705	04/30/17	04/14/14
		Susan	O'Rourke	2613 Kolby Ct	Bloomington	IL	61704	04/30/17	04/28/14
		Monica	Brigham	315 Reeveston Dr	Bloomington	IL	61705	04/30/17	04/14/14
		William	Wetzel	4 Prairie Vista Ct	Bloomington	IL	61704	04/30/15	01/28/13
		Catherine	Pratt	415 N Center St	Bloomington	IL	61701	04/30/15	01/28/13
		Jared	Brown	18 Chatsford Court	Bloomington	IL	61704	4/30/2017	11/10/14
President (2013)		Narendra K.	Jaggi	1312 Park Street	Bloomington	IL	61701	04/30/16	05/13/13
		Whitney	Thomas	1404 W Elm St	Bloomington	IL	61701	04/30/17	04/14/14
		Emily	Kelahan	401 E Grove St	Bloomington	IL	61701	04/30/16	05/13/13
Staff		Georgia	Bouda						



FOR COUNCIL: November 10, 2014

SUBJECT: Citywide Fuel Purchase for Fleet Vehicles and Equipment. (Bid # 2015-19 ReBid)

RECOMMENDATION/MOTION: That the Bid from Evergreen FS to purchase Fuel for one (1) year with the option of four (4) one year renewals based upon overall performance by Evergreen FS and mutual agreement of both parties and the Procurement Agent shall be authorized to issue a Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: On October 14, 2014 a bid was released to supply Fuel for the City's vehicle and equipment needs. On October 24, 2014 the bids were opened and the results are as follows. The prices are per gallon markup over Terminal cost:

Bidders Name	Unleaded Gasoline Transport	Unleaded Gasoline Tank Wagon	No.1 Diesel Transport	No.1 Diesel Tank Wagon	No.2 Diesel Transport	No.2 Diesel Tank Wagon	PL	Kerosene
Evergreen FS	\$.02	\$.18	\$.02	\$.18	\$.02	\$.18	3%	3%
Heritage Petroleum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Staff recommends awarding the Bid to Evergreen FS as they meet all of the requirements of the bid. The bid evaluations have shown this to be in the best interest of the City.

These specifications are important to the City's ability to respond to its citizens needs in a natural or man-made disaster. These services include, bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks, golf courses, emergency generators for the Water Department, Fire Stations, US Cellular Coliseum, sewer lift pump stations, and to fire apparatus at working fires. The fuel cards are used to purchase fuel from local stores when the Public Works Department fuel station is out of service for maintenance. The local tank farm insures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in recent winters during the big snow events when bulk fuel transports could not deliver fuel. Evergreen FS offers a fuel risk management program (hedging) that allows school and municipalities to pool their fuel purchases for volume discounts

and guaranteed fuel costs. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

The timely approval of this Bid is important for the City to have the ability to purchase fuel on contract or (Hedge fuel) starting November 12, 2014 as this is the time historicity that fuel is at its lowest.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on October 14, 2014. One (1) bid and one (1) no bid was received by the October 24, 2014 deadline.

FINANCIAL IMPACT: In Fiscal Year 2014, the City Purchased 375,191 gallons of transport fuel, 72,459 gallons of tank wagon fuel, and 17,966 gallons from a local retailer for a total of 465,616 gallons of fuel at a cost of \$1,510,696. It is projected that in FY 2015, the City will spend approximately \$1,572,000 for fuel. Fiscal Year 2016 is expected to be relatively unchanged. Fleet will propose for approval \$1,495,202 for the purchase of fuel for the City from the Fleet Management-Fuel account (10016310-71070).

Respectfully submitted for Council consideration.

Prepared by: Rob Krones ,Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the Bid from Evergreen FS to purchase Fuel for one (1) year with the option of four (4) one year renewals be approved and the Procurement Manager shall be authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



FOR COUNCIL: November 10, 2014

SUBJECT: Analysis of RFQ for Professional Engineering Services Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project (RFQ #2015-16)

RECOMMENDATION/MOTION: Recommend that the Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project be approved, in the amount of \$170,881.79, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, 2c. Functional, well-maintained sewer collection system and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Briarwood Subdivision was constructed in 1921. Minimal improvements to the sewers, water mains and streets have been performed since its construction. A few residents have experienced sewer backup problems and several residents have expressed concern about flooding during rain events and the poor condition of the streets. This project involves the complete rehabilitation of the sewers, water mains and streets in the subdivision. Staff recommended and Council approved including provisions in the FY 2015 budget to engage the services of a consultant for the Briarwood Subdivision Infrastructure Rehabilitation project.

Midwest Engineering Associates, Inc. was selected using the Professional Services Quality Based Selection Process. This process involved: (1) Sending out Request for Qualifications (RFQ) specific to the project, (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to three consultants, (3) Interviewing these three consultants, and (4) Selecting a top consultant and negotiating a fee with them.

These four tasks are often referred to as a two-step professional services selection process. The City's procurement agent reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications and the three engineering firms that were selected for interviews are attached.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services contract, the selected engineering firm will be performing surveys, design and preparing construction documents. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fee proposed by Midwest Engineering Associates, Inc. is fair, appropriate and competitive for the scope of work included. The anticipated design completion date is May 10, 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications (RFQ #2015-16) was posted on the City website and advertised in The Pantagraph on August 1 and August 8, 2014.

FINANCIAL IMPACT: This project is budgeted for \$150,000 in the FY 2015 Budget under Motor Fuel Tax-Engineering Services (20300300-70050). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 11, 279, 292 and 293. The \$20,881.79 difference in funding will come from the construction portion of the Linden Street Bridge Deck replacement budgeted in FY 2015 for \$660,000. This project will only use approximately \$60,000 for the design portion and Public Works will rebudget the \$600,000 in a future fiscal year allowing the budgeted funds to be available in the Motor Fuel Tax Fund for the Briarwood project.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. MFT Resolution
Attachment 2. Agreement
Attachment 3. Consultant Submittal List
Attachment 4. Consultant Interview List
Attachment 5. Map

Motion: That the Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project be approved, in the amount of \$170,881.79, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



Illinois Department of Transportation

Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Council of the
City Bloomington of Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Dawes Place		Linden Street	Norbloom Avenue
Briarwood Avenue		Dawes Place	City Limits
Norbloom Avenue		Dawes Place	City Limits

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Complete infrastructure rehabilitation including storm sewer, sanitary sewer, water main, streets and sidewalks.

and shall be constructed 30 feet wide
and be designated as Section 15-00357-00-PV

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of one hundred seventy one thousand
Dollars (\$171,000.00) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved	I, <u>Tracey Covert</u> Clerk in and for the
Date	City <u>Bloomington</u> of <u>Bloomington</u>
Department of Transportation	County of <u>Mclean</u> , hereby certify the
Regional Engineer	foregoing to be a true, perfect and complete copy of a resolution adopted
	by the <u>Council</u>
	Council or President and Board of Trustees
	at a meeting on <u>November 10, 2014</u>
	Date
	IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
	<u>day of</u>
	(SEAL)
	City, Town, or Village Clerk

Municipality City of Bloomington	L O C A L A G E N C Y	 Preliminary Engineering Services Agreement For Motor Fuel Tax Funds City Project No. 50-07-33660-14-00	C O N S U L T A N T	Name Midwest Engineering Associates, Inc.
Township				Address 140 East Washington Street
County McLean				City East Peoria
Section				State Illinois

THIS AGREEMENT is made and entered into this 10th day of November, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Briarwood Subdivision Rehabilitation

Route _____ Length +/- 0.30 Mi. +/- 1,600 FT (Structure No. _____)

Termini Norbloom Avenue from City Limit to Dawes Place, Briarwood Avenue from City Limit to Dawes Place, and Dawes Place (Refer to Attached Exhibit A)

Description:

The investigation, review, analysis, and design of the repair or replacement of existing storm sewer, sanitary sewer, water main, curb and gutter, pavement, sidewalk, and landscaping within the project termini. The pavement replacement will include increasing the pavement width to 30' edge to edge.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway and utility plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☒ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☒ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☒ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Illinois Environmental Protection Agency Permits, ~~Bridge waterway sketch, and/or Channel Change sketch~~, Utility plan and locations, and ~~Railroad Crossing work agreements~~.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, estimate of time, proposals and estimates of cost (budget and construction) and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and ~~borrow pit and channel change agreements~~ including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets. The making or causing to be made of a Preliminary Site Investigation is not included in this AGREEMENT.
- k. ☒ Prepare the Project Development Report (based on a Group II Categorical Exclusion) when required by the DEPARTMENT.
- l. ☒ Make or cause to be made additional/supplement engineering services described in Attached Exhibits B and C.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1c, 1d, 1e, 1g, 1h, 1i, 1j, 1k, 1l, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
- b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	(see note)
Under \$50,000	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

- c. ☒ Full compensation will be provided based on attached not to exceed Cost Plus Fixed Fee Cost Estimate of Consultant Services (DF-824-039). Refer to attached Exhibit D.

2. To pay for services stipulated in paragraphs 1c the ENGINEER AGREES at actual cost of performing such work plus 0 percent to cover profit, overhead and readiness to serve – “actual cost” being defined as material cost plus actual payrolls, insurance, social security and retirement deductions. Traveling (to and from Paris, IL) and other out of pocket expenses (permit fees, public notifications, and rental of facility for public involvement) will be reimbursed to the ENGINEER at his actual costs. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs 1a, 1c, 1d, 1e, 1g, 1h, 1i, 1j, 1k, 1l, 2, 3, 5 and 6. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER.

“Cost to Engineer” to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - b. **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

The timeframe to provide the preliminary engineering services described in this AGREEMENT is based on the attached project schedule (refer to attached Exhibit E). Due to funding uncertainties, the deadline for the Final Plans, Specifications, and Estimates may be delayed.

Phase III Construction Engineering Services including Materials Testing can be provided as required on a Time and Material basis at an hourly rate of \$70 per hour.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1l and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 190 percent incurred up to the time he is notified in writing of such abandonment – “actual cost” being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 190 percent to cover profit, overhead and readiness to serve – “actual cost” being defined as in paragraph 2 of THE LA AGREES. It is understood that “changes” as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.

3. ~~That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.~~
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Bloomington _____ of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

By _____

(Seal)

Title _____

Executed by the ENGINEER:

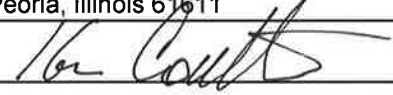
Midwest Engineering Associates, Inc.

140 East Washington Street

ATTEST:

East Peoria, Illinois 61611

By  _____

By  _____

Title Principal

Title Sr. Project Manager

Approved

Date

Department of Transportation

Regional Engineer



EXHIBIT B

BRIARWOOD SUBDIVISION REHABILITATION

ADDITIONAL/SUPPLEMENTAL ENGINEERING SERVICES

The ENGINEER agrees to make or cause to be made:

- Locate and / or establish property and easement boundaries.
- Right-of-way acquisition and construction easement surveys, preparation of plats and legal descriptions, and right-of-way and easement staking (as required).
- The location and investigation of existing of existing public and private utilities including service lines. (Sewers shall be done in accordance with NASSCO, PACP, LACP Standards)
- Contract proposal and all necessary bidding documents.
- Project staging plans or details including utility staging and maintenance of traffic.
- Submittal of 30%, 60%, 90%, and 100% complete plans along with the submittal of the following:
 - Special provisions at 30%, 60%, 90%, and 100%. The 30% submittal, if applicable will be an itemized list of known pay items.
 - Budget construction cost estimate during negotiation of scope and fee, at 30% and 60% if applicable.
 - Engineer's construction cost estimate at 60% (if budget construction cost estimate is not applicable), at 90% and 100%.
 - Estimate of Time at 60%, if applicable, and at 90% and 100%.
- All necessary post letting plan revisions.
- Coordination and attendance of at least two (2) Public Informational Meetings.
- Presentation at City Council Meeting.
- Preparation of record drawings.
- Adherence to all applicable codes and regulations.
- Phase III/Construction services as required on a time and material basis.

EXHIBIT C
Addendum to Scope of Services
City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

EXHIBIT C

Addendum to Scope of Services

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

EXHIBIT D

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME PRIME/SUPPLEMENT	Midwest Engineering Associates, Inc.	DATE PTB NO.	10/21/14
	Prime		
CONTRACT TERM START DATE RAISE DATE	6 MONTHS	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	123.68%
	11/11/2014 1/12/2015		5.00%

ESCALATION PER YEAR

11/11/2014 - 1/12/2015	1/13/2015 - 5/12/2015		
2	4		
6	6		

= 33.33%
= 1.0333
The total escalation for this project would be: 3.33%

PAYROLL RATES

FIRM NAME
PRIME/SUPPLEMENT
PSB NO.

Midwest Engineering As DATE
Prime

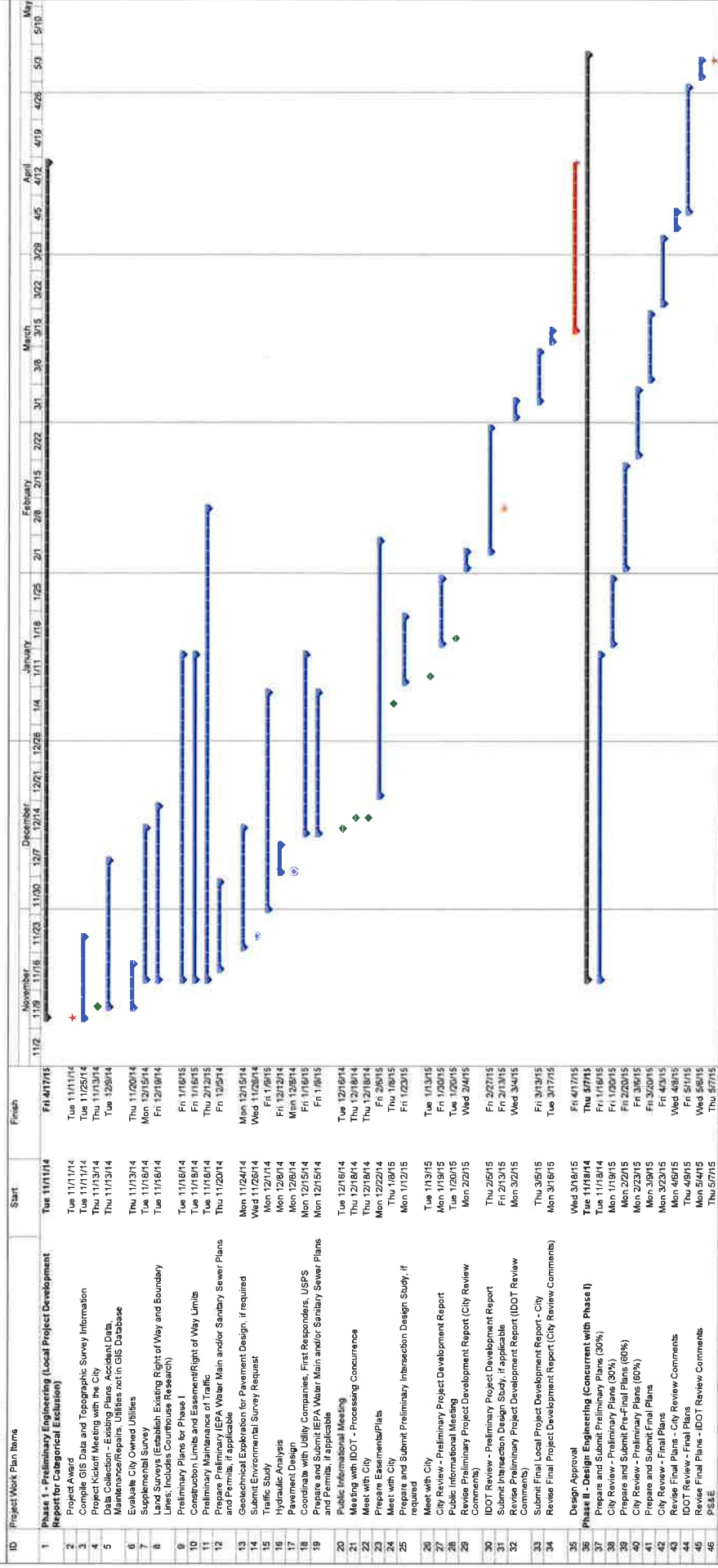
10/21/14

ESCALATION FACTOR 0.75%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Engineer V	\$58.15	\$58.59
Engineer IV	\$48.78	\$49.15
Engineer III	\$37.66	\$37.94
Engineer I	\$24.97	\$25.16
Technician IV	\$35.82	\$36.09
Technician III	\$29.33	\$29.55
Technician I	\$20.00	\$20.15
Field Technician II	\$24.77	\$24.96
Administrative II	\$22.00	\$22.17
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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		\$0.00
		\$0.00



EXHIBIT E
Project Schedule -
City of Bloomington Interview: Briarwood Subdivision Rehabilitation

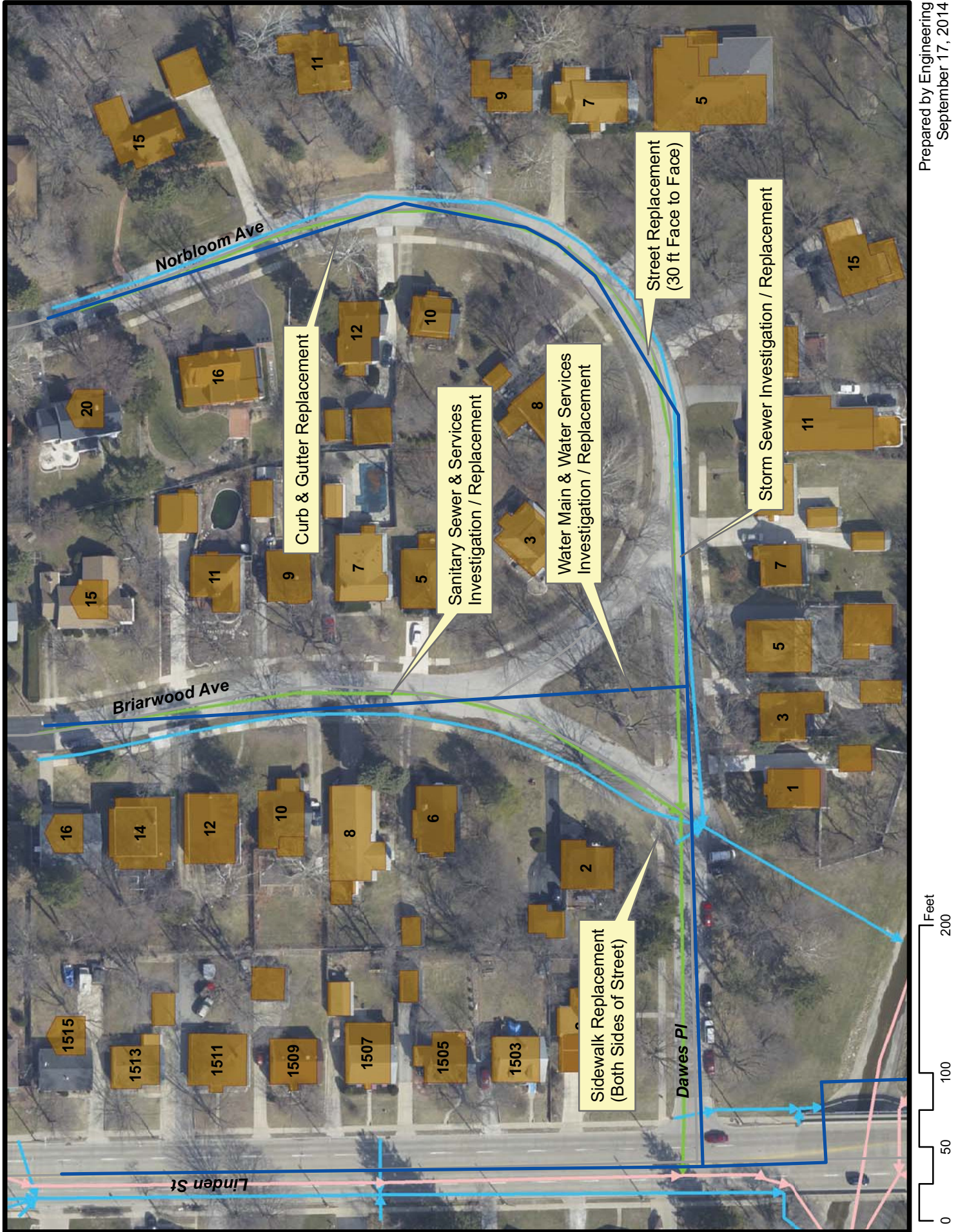


**BRIARWOOD SUBDIVISION REHABILITATION
PROFESSIONAL ENGINEERING DESIGN FIRM
SUBMITTAL LIST**

- 1 Clark Dietz Engineers**
- 2 DLZ Illinois, Inc.**
- 3 Farnsworth Group, Inc.**
- 4 Fehr Graham Engineering & Environmental**
- 5 Hermann & Associates, LLC**
- 6 Infrastructure Engineering, Inc.**
- 7 Knight Engineers & Architects**
- 8 Lewis, Yockey & Brown, Inc.**
- 9 Mauer-Stutz, Inc.**
- 10 McClure Engineering Associates, Inc.**
- 11 Midwest Engineering Associates, Inc.**
- 12 SKS Engineers, LLC**
- 13 Terra Engineering Ltd.**
- 14 V3 Companies of Illinois Ltd.**

BRIARWOOD SUBDIVISION REHABILITATION
PROFESSIONAL ENGINEERING DESIGN FIRM
INTERVIEW LIST

- 1 Clark Dietz Engineers**
- 2 Mauer-Stutz, Inc.**
- 3 Midwest Engineering Associates, Inc.**





FOR COUNCIL: November 10, 2014

SUBJECT: Purchase of GovDelivery Software Licenses

RECOMMENDATION/MOTION: That the two year agreement with GovDelivery, for a license and subscription of an Email and Digital Subscription Management environment, be approved and that the Purchasing Agent be authorized to issue a purchase order for same. The license is sold through the General Services Administration (GSA GS-35F-0256K) contract by FedResults, Inc. of Herndon, VA for a total of \$24,000.00, billed annually in two \$12,000 payments.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost effective, efficient manner.

BACKGROUND: Police department and Information Services department staff have identified a need for the E911 Call Center dispatchers to be able to post messages on the various social networks that the City of Bloomington uses to enhance communication delivery to its citizens. The dispatchers do not need full access to the social media sites that would allow replying to incoming messages. Rather, they simply need to be able to post messages that could often be of a high priority. Staff has been researching how best to provide this access to a relatively large number of internal users.

Today, staff uses a software solution called HootSuite to efficiently deliver a single message to multiple social networks at once. HootSuite is an enterprise solution that allows staff to provide access for multiple City users to the City's various social network accounts without having to share the administrative level credentials for those sites. HootSuite also logs all activity to provide auditing capabilities for the social networking sites. This system works very well for the power users throughout multiple City departments, providing them the full access they need while also tracking and managing all account activity.

HootSuite, however, is a relatively expensive solution when a larger number of users need to be given relatively limited access to those social networking sites. For the Call Center dispatchers, staff needs to provide only the capability to send simple but high priority messages out through the social networks. The HootSuite system is overkill for this relatively simple need, and becomes expensive when that larger number of users needs to be accommodated.

Information Services staff has also identified the need to upgrade or replace our current email list serve solution. The City is currently using an aging list manager solution from Lyrus. Staff researched the features, functionality and cost to upgrade our current version of the Lyrus product. Through the upgrade, its functionality would be greatly improved. It would also

provide more than simple email list management as the current version does, adding the ability to send messages through the multiple social sites the City now uses.

Although the Lyris product has performed well for what it was designed for, staff felt there might be an opportunity to find a single solution that could provide both email list management and the limited “send only” capability needed for the larger number of City users. With the popularity of social media forms of communication, staff feels it critical to be able to provide access to this form of communication in an easy and safe way. This access will allow City departments to communicate more effectively to a wider citizen audience.

Through its research, staff has identified a solution from GovDelivery as being able to both replace the Lyris List Manager and to also augment the HootSuite social media management environment. GovDelivery will provide social media access at a lower cost for City staff members (such as the Call Center dispatchers) that need only a basic ability to send out messages to multiple social networks at one time.

Although there are other solutions on the market that provide certain subsets of the features of the GovDelivery solution, staff believes GovDelivery to be a very complete solution at an extremely competitive cost. GovDelivery is also created specifically with the needs of governmental agencies in mind. Below are a list of features/functions that staff believes help set the GovDelivery solution apart from any competitors.

- Unlimited Contacts
- Unlimited Storage
- Unlimited messages to subscribers
- Self-subscribe to specific lists/topics
- 99% guaranteed deliverability to subscribers
- 24/7 technical support
- Email bounce back management
- Website message archive available at no extra cost
- Single message to many platforms at once (email, text, Twitter, Facebook, RSS feeds)
- All-in-one electronic communications platform
- Page notification when web pages are updated
- Sign-up available by both topics and sub-topics
- Work flow settings to limit access by staff
- Ability to export data and reports from system
- Cross promotion between other agencies also using the GovDelivery system. Listings on other agencies registration pages.
- Users can choose instant, daily, weekly or monthly alerts
- Citizens can opt in to receive updates from agency via personalized RSS feed
- Target a specific audience by filtering subscriber data
- Tailored to meet the needs of government; only available to, and used by, governmental agencies
- Section 508 compliance; accessibility standards for users that require screen readers to obtain information

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: Staff has identified the following cost comparisons in support of the GovDelivery solution.

- \$57,500 – HootSuite yearly cost to provide limited “post only” social media site access to thirty (30) users, by purchasing additional licenses.
- \$12,000 – Lyris yearly cost to provide current email list management functionality, while also providing social media integration.
- \$12,000 – GovDelivery yearly cost to provide current email list management with social media integration and also providing limited “post only” access to an unlimited number of users within the City.

Funds for the license subscription of the GovDelivery Email and Digital Subscription Management environment are included in the FY 2015 Budget under Information Services-Repair and Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by: Alexander S. McElroy, Assistant to the City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Quote
Attachment 2. Agreement

Motion: That the two (2) year agreement with GovDeleivery, for a license and subscription of an Email and Digital Subscription Management environment, in the amount of \$24,000, be approved, the Procurement Manager authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF SOFTWARE LICENSES FOR THE E911 CALL
CENTER FROM GOVDELIVERY AT A PURCHASE PRICE OF \$24,000**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to issue a Purchase Order for software licenses for the E911 Call Center from GovDelivery at a Purchase Price of \$24,000.

ADOPTED this 10th day of November, 2014.

APPROVED this ____ day of November, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

GOVERNMENT - PRICE QUOTATION



FEDRESULTS

12801 WORLDGATE DRIVE | SUITE 500 | HERNDON, VA 20170
 PHONE (703) 889-8700 | FAX (703) 889-8705 | TOLLFREE 1-855-533-3737
 WWW.FEDRESULTS.COM



TO: Scott Sprouls
 Director Information Systems
 City of Bloomington
 109 E. Olive St.
 City Hall 2nd Floor - Room 201
 Bloomington, IL 61701

EMAIL: ssprouls@cityblm.org

PHONE: (309) 434-2473 **FAX:**

FROM: Kacey Cawley
 GovDelivery Government at FedResults
 12801 Worldgate Drive
 Suite 500
 Herndon, VA 20170

EMAIL: Kacey.Cawley@fedresults.com

PHONE: **FAX:** (703) 889-8705

TERMS: GSA Schedule No: GS-35F-0256K
 Term: Through February 16, 2015
 Contractor Tax ID No: 54-205-3633
 Payment Terms: Net 30 on approved credit
 CAGE CODE: 1PAF5
 DUNS No: 88-4261082
 Business Size: Small
 Sales Tax May Apply

QUOTE NO: 6045275
QUOTE DATE: 08/14/2014
QUOTE EXPIRES: 11/30/2014
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$12,000.00
TOTAL QUOTE: \$12,000.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SETUP FEE						
1	EDSM-GD-246A	Email and Digital Subscription Management - 50,000 to 99,999 potential users Setup charge (Waived)		\$0.00 -	1	\$0.00
SETUP FEE SUBTOTAL:						\$0.00
ANNUAL SUBSCRIPTION 2014-2015						
2	EDSM-GD-246B	Email and Digital Subscription Management- 50,000 to 99,999 potential users Monthly charge		\$12,000.00 -	1	\$12,000.00
ANNUAL SUBSCRIPTION 2014-2015 SUBTOTAL:						\$12,000.00
TOTAL PRICE:						\$12,000.00
TOTAL QUOTE:						\$12,000.00

SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
SUGGESTED ANNUAL SUBSCRIPTION 2015-2016						
3	EDSM-GD-246B	Email and Digital Subscription Management- 50,000 to 99,999 potential users Monthly charge		\$12,000.00 -	1	\$12,000.00
SUGGESTED ANNUAL SUBSCRIPTION 2015-2016 SUBTOTAL:						\$12,000.00

October 28, 2014

Mr. Sprouls
City of Bloomington, Illinois (Bloomington)
109 E. Olive St.
Bloomington, IL 61701

Dear Mr. Sprouls:

It was a pleasure to discuss some of your communication initiatives at the City of Bloomington, Illinois (Bloomington). The enclosed proposal outlines where we think our GovDelivery Communications Cloud (GovDelivery) can offer to Bloomington.

GovDelivery enables public sector organizations to connect with more people, and to get those people to take action. Over 1,000 government organizations across the U.S. and Europe trust GovDelivery to deliver impactful, highly-secure, and scalable communications solutions. Organizations across the U.S. all rely on GovDelivery's to build online audience, and promote and enhance online transactions.

This proposal addresses three needs for Bloomington:

- 1) Foundation of Digital Outreach: Establishing Bloomington's own account for ongoing use of GovDelivery and be able to monitor administrators
- 2) Audience Acceleration: Investing in accelerating the growth of Bloomington's outreach by utilizing the GovDelivery Network
- 3) Return On Investment: Investing in the technology and services to save Bloomington money by not having to invest in HootSuite

Sincerely,

Brian Szymanski
Regional Account Executive
GovDelivery, Inc.



Communications Cloud

Proposal for

**City of Bloomington, Illinois
(Bloomington)**

October 28th, 2014

GovDelivery, Inc.
Brian Szymanski
408 St. Peter Street, Suite 600
St. Paul, MN 55102
Phone: 651-925-5761
Fax: 651-665-0943
Email: brian.szymanski@govdelivery.com

Executive Summary

GovDelivery enables public sector organizations to connect with more people, and to get those people to take action. Public sector organizations face the challenge of sharing more information with the public while dealing with significant resource constraints. GovDelivery will allow Bloomington to continue to increase its digital stakeholder base, and will facilitate the delivering and measuring of impactful messages that drive the actions Bloomington needs to be successful.

GovDelivery connects **1,000+** Government Organizations **60M+** People

More than 1,000 government organizations worldwide use GovDelivery's technology to reach and engage more people than ever before to create lasting value with the public. GovDelivery connects clients with over 60 million people. Clear benefits of GovDelivery include the ability to:

1. **Reach More People:**
Build digital outreach audience that is typically 100% to 500% larger than what any other approach could provide
2. **Drive Action:**
Convert the people reached into valuable actions to both them and to your organization
3. **Benefit from Unrivaled Experience and Scale:**
 - Use approaches and capabilities that are proven across the public sector
 - Benefit from the scale and security of the world's most widely used public sector communication platform



30,000 new people subscribe to receive updates from government organizations through GovDelivery every day, and GovDelivery manages billions of messages every quarter on behalf of clients ranging from the largest national agencies to small local parks. Clients include: Medicare, the IRS, the UK Parliament, several state and local organizations in Illinois, and local and state governments around the country and Europe.

GovDelivery Communications Cloud

Messaging



GovDelivery's comprehensive messaging tools allow Bloomington to create and send messages that get people to take action. From real-time automated distribution of alerts on specific topics to mass notifications during emergencies to pre-built, GovDelivery can handle a variety of messaging needs.

Network



The GovDelivery Network can increase the number of people Bloomington reaches by 100%, 500%, or even 1,000% by cross-promoting Bloomington's most important programs and events with the largest network of government communicators in the world.

Automation



Achieve a return on investment (ROI) of up to 200% in the first year with reduced printed mail and postage costs by streamlining Bloomington's content distribution across email, text messages, and social media channels to conserve resources and improve organizational efficiency. Create messages once; publish them anywhere.

Mobile



Communicate with Bloomington's stakeholders wherever they are, by delivering optimized messages directly to their mobile devices. With a full suite of mobile tools, Bloomington will reach people where they have the best chance to act.

Social



Leverage social networks to strengthen Bloomington's direct connections and amplify social content by promoting and sharing in new and more effective ways. Drive more traffic to social content by consuming content from social media and automatically promote it to Bloomington's most active audience.

Segmentation



Target specific members of Bloomington's audience for optimal engagement and messaging success. Customize subscriber questions to segment the audience and tailor messages to be more relevant and actionable.

Insight



Improve communications by measuring the impact of what Bloomington is doing with a robust analytics dashboard that helps Bloomington better understand what types of content resonate with the intended audience.

Additional GovDelivery Capabilities

Targeted Messaging

Improve business and digital communication processes with reliable delivery and robust tracking of any message sent from applications or systems in an organization.

[Program Services](#)

Use GovDelivery's proven team to expand outreach, build support online communities, or encourage digital conversion (reduction of paper communications & business processes).

Subscription Details

Period of Performance

The term of the service will commence on the date this proposal or a contract between GovDelivery and Bloomington is executed and shall continue for 12 months.

Scope

The subscription includes the following domain(s) and sub-domains(s): <http://www.cityblm.org/index.aspx>
Terms: <http://www.govdelivery.com/pdfs/subscription-agreement.pdf>

Payment for the Solution

Recipient will be obligated to pay for the solution provided under this service up to termination. Any lapse in payment may result in suspension of service and will require the payment of the setup fee to reinstitute the license.

Financial Information

The setup and annual fees are due in full at the beginning of the services, net 30 days from receipt of an acceptable invoice. Alternate invoicing arrangements are available for the annual fees.

Security

Bloomington can take advantage of the highest level of security and hosting when using GovDelivery.

Implementation and Ongoing Support

Implementation, training and ongoing customer support services are included in the cost of the GovDelivery subscription. On average, the implementation process takes approximately 4 to 6 weeks depending on the availability of Bloomington.

Standard Inclusions

- Unlimited email sends, subscribers, and support to upload and migrate existing email lists
 - Full customization of signup and email templates
 - Access to an active partnership with the GovDelivery Network
 - Access to standard capabilities in Messaging, Automation, Network, Social, Mobile, Segmentation, and Insight Modules.
<http://www.govdelivery.com/products/communications-cloud>
 - 24/7 emergency support in addition to training and Client Success Consultant support
 - Access to 500,000 text messages (Direct SMS) per year
-

Pricing

Total One-Time Setup Cost: **WAIVED**

Total Annual Cost for Two Years: **\$12,000.00**

Total Cost for Period of Performance (Two Years): \$24,000.00

Important Notes

- THIS QUOTE IS EXCLUSIVE OF ANY APPLICABLE STATE, LOCAL, AND FEDERAL TAXES WHICH, IF ANY, WILL BE INCLUDED IN THE INVOICE. IT IS BLOOMINGTON'S RESPONSIBILITY TO PROVIDE APPLICABLE EXEMPTION CERTIFICATE(S)
- THE PRICING AND TERMS OF THIS PROPOSAL ARE VALID THROUGH SEPTEMBER 30, 2014
- TYPICAL GOVDELIVERY USERS EXPERIENCE ANNUAL RENEWAL INCREASES OF NO GREATER THAN 5%

Agreement and Acceptance

By signing this proposal, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

City of Bloomington, Illinois

Signature: _____

Name: _____ (please print)

Title: _____ (please print)

Date: _____

Billing Information

Contact Name: _____

Contact Phone Number: _____

Email: _____

Billing Address: _____



FOR COUNCIL: November 10, 2014

SUBJECT: Waive Formal Bid Process and Authorize Payment to Stark Excavating, Inc., for installation of an additional fire hydrant and water main for replacement on State St.

RECOMMENDATION: That the Formal Bid Process be waived, payment to Stark Excavating, Inc., for installation of a fire hydrant and water main be approved, in the amount of \$28,543.42, and the Resolution adopted.

Strategic Plan Link: Goal 2: Upgrade City Infrastructure and Utilities, Objective 2: Quality water for the long term.

BACKGROUND: Stark Excavation was the contractor performing water main and sewer replacement work for the Locust Colton CSO project. Work was performed during the Locust Colton CSO project. During the time Stark was performing water main work on E. Washington Street, the former Water Director instructed Stark Excavation to install an additional fire hydrant and water main at Washington St. and State St. The additional fire hydrant was installed to provide fire protection to Washington Grade School. The closet fire hydrant to the school was located on the north side of Washington Street. The water main was extended on Washington to State; this will prevent future excavation that would have to close Washington Street when infrastructure needs to be replaced. The work was performed by Stark was not EPA eligible.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT and BUDGET ALLOCATION CODE(s): This was not appropriated in the FY 2015 Budget but there are budgeted funds available in the Water Transmission & Distribution-Water Main Construction & Improvement (50100120-72540). Stakeholder can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 138.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Sue McLaughlin, Interim Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Invoice
Attachment 2. Map

Motion: That the Formal Bid Process be waived, payment to Stark Excavating, Inc., for installation of a fire hydrant and water main be approved, in the amount of \$28,543.42, and the Resolution adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			

RESOLUTION NO. 2014 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PAYMENT TO STARK EXCAVATING, INC., FOR
INSTALLATION OF A FIRE HYDRANT AND WATER MAIN IN THE AMOUNT OF
\$28,543.42**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Payment be authorized to Stark Excavating, Inc., in the amount of \$28,543.42 for fire hydrant and water main installation.

ADOPTED this 10th day of November, 2014.

APPROVED this ____ day of November, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

STARK EXCAVATING, INC.
1805 W. WASHINGTON ST.
BLOOMINGTON, IL 61701
309 828-5034

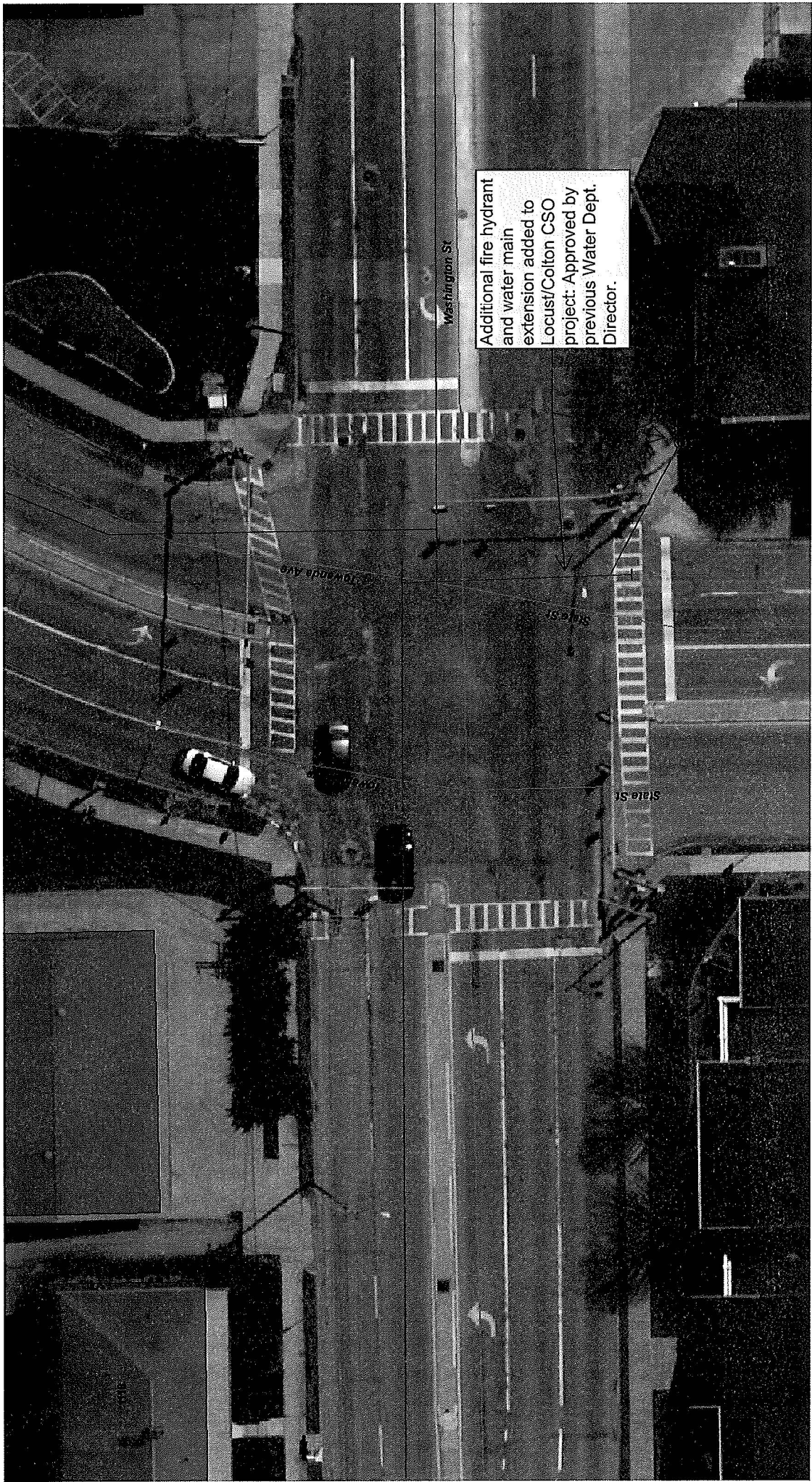
Invoice 56088

Bill to: CITY OF BLOOMINGTON WATER DEPT 603 W. DIVISION BLOOMINGTON, IL 61701	Job: 11318 LOCUST ST CSO PH 1
--	----------------------------------

Invoice #: 56088	Date: 09/30/13	Customer P.O. #:
Payment Terms: STD TERMS NET 30		Salesperson: BONDED JOB
Customer Code: COBWATER		

Remarks: EXTEND WATERMAIN

Quantity	Description	Unit	Price	Amount
	EXTEND WATERMAIN			28,543.42
Subtotal:				28,543.42
Total:				28,543.42





FOR COUNCIL: November 10, 2014

SUBJECT: Scheduled vehicle replacement for the Engineering Division of the Public Works Department

RECOMMENDATION/MOTION: Purchase One (1) Ford Transit Connect from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$22,195.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: The Engineering Division has a Mitsubishi IMEV that is on a two year lease. The lease ends this January. The IMEV is a very dependable unit that has not had any major problems during the lease period. The IMEV is an electric vehicle with limited range capabilities. It has not proved to be a good fit for inspections in the Engineering Division because of the small size and limited cargo space. In addition, the small size makes it difficult to go over curbs and on construction sites hard to see when parked along the side of the road at inspection sites. The cargo area is not sufficient to transport the needed testing and inspection equipment. Staff will continue to explore areas where electric vehicles can be utilized by the City. The Transit Connects that are in service at the City have proven to be very useful. They provide secure storage and keep expensive tools and equipment out of the weather. The IMEV will be returned at the end of the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: The \$22,281 budgeted for the replacement of this vehicle is in the FY 2015 Budget under the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130). The replacement unit will cost \$22,195. Stakeholders can find this information in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 114 and 265.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones , Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Public Works Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Engineering Vehicle

Motion: That the Purchase One (1) Ford Transit Connect from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$22,195, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

engineering



2015 Ford Transit Connect Cargo Van

Contract# 139



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer

www.CurrieFleet.com

GOOD THRU: 03/2015



find us on
Facebook

You **Tube**

follow us on
twitter



Currie Motors Frankfort

SPC Contract Winner

2015 Ford Transit Connect XL Cargo Van

Call Tom Sullivan (815) 464-9200

Standard Package: \$18,986.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery With in 30 Miles from Point of purchaser's Billing Address

Exterior

Bodyside Moldings – Gray, molded-in-color
Front Bumper – Gray, Molded-in-Color
Grille – Gray, Molded-in-Color
Manual Adjust Exterior Mirrors with Manual Fold – Black, Molded in Color
Rear Bumper and Rear Bumper End Caps – Gray, Molded in Color
Dual Sliding Side Doors Without Glass on Either Side
180 Degree Rear Cargo Doors
Side & Rear Cargo Door Handles – Black, Molded in Color
Halogen Headlamps

Interior

2 Front Cupholders
2 Front Speakers
2-Way Manual Driver Seat
4-Way Adjustable Steering Column
12V Powerpoint in Center Console
AM/FM Stereo Receiver
Audio Input Jack
Cargo Tie Down Hooks
Front Vinyl Floor Cover
2-Way Manual Passenger Seat with Folding Back
Power Front Row Windows with One-Touch Down on Drivers Side
Vinyl Seating Surfaces

Powertrain/Functional

2.5L DOHC I-4 Gas Engine
6-Speed SelectShift® Automatic Transmission
Alternator – 150A
Battery 60 Amp hour, 590 Cold Cranking Amp
Breaking – Power Front & Rear Disc Brakes
Breaking – ABS with ESC & RSC
Breaking – Electronic Emergency Brake Assist
Breaking – Hill Launch Assist
Electric Power-Assist Steering (EPAS)
Front Wheel Drive
Fuel Tank – 15.8 Gal with Easy Capless Fuel Fill (with fill door cover & misfuel inhibitor)
Suspension – MacPherson Strut Independent Front Suspension
Tires – 215/55 R 16 97H XL All Season
Wheels – 6.5" x 16" Steel with XL Full Wheel Covers

Safety/Security

Driver & Passenger Front Airbags
Driver & Passenger Side Airbags
1st Row Curtain Airbags
Power Central Single Door – Locks with One Step Unlocking
Remote Keyless-Entry with 2 Key Fobs
SecuriLock® Passive Anti-Theft System (PATS)
Tire Pressure Monitoring system (TPMS)

Factory Order Cutoff Date: March 2015

Contract# 139



Model

☐	XL Cargo Van	STD
☐	XL Cargo Van LWB	1384.00
☐	XLT Cargo Van	1625.00
☐	XLT Cargo Van LWB	2726.00
☐	XL Wagon LWB only	3085.00
☐	XLT Wagon	2525.00
☐	XLT Wagon LWB	4511.00

Powertrain

☐	2.5L DOHC I-4 Gasoline	STD
☐	1.6L Ecoboost (n/a with LWB Wagons)	678.00
☐	Trailer Tow Packet	337.00
☐	Block Heater	29.00

Glass

☐	No Side/Rear Glass	STD
☐	Rear Door Privacy Glass	508.00
☒	Side/Rear Door Privacy Glass	568.00
☒	Windshield Defroster	320.00
☒	Rear Defroster	129.00

Doors

☐	Rear Symmetrical Doors	N/C
☐	Rear Liftgate	N/C

Exterior

☐	Reverse Sensing System	252.00
☒	Daytime Running Lights	38.00
☒	Large Exterior Mirrors	166.00
☐	4-Corner Strobe	850.00
☐	Splash Guards	119.00

Interior

☐	AM/FM CD w/Sync	634.00
☐	AM/FM CD w/Camera	490.00
☐	CD w/Sync & Camera	827.00
☐	Cloth Seats	85.00
☐	4-Way Drivers Seat w/Fixed Passenger	119.00
☐	4-Way Drivers Seat w/Folding Passenger	81.00
☐	All Weather Mats	52.00
☒	Cruise Control	192.00
☐	Rear Cargo LED Light – cargo vans only	60.00
☒	Key Fobs	56.00
☐	Keyed Alike	48.00

**Accessories**

☐	Adrian Van Package	1565.00
☐	Ladder Rack	650.00
☒	Rustproofing/Undercoating	395.00
☒	5 Year 100,000 mile Powertrain Care	1195.00
☒	Delivery over 50 Miles	150.00

Exterior Color

☐	Tectonic Silver – Wagon only
☐	Deep Impact Blue – Wagon only
☐	Magnetic Metallic – Wagon only
☐	Solar – Wagon only
☐	Dark Blue
☐	Race Red
☐	Silver Metallic
☐	Panther Black
☒	Frozen White

Interior Color

☒	Pewter Vinyl	STD
☐	Charcoal Black Cloth	85.00



Please enter the following:

Agency Name & Address

City of Bloomington
336 South Main St
Bloomington ILL 61701

Contact Name

Rob Krones

Phone Number

309-434-2296

Purchase Order Number

Total Dollar Amount

\$22,195.00

Total Number of Units

1

Delivery Address

336 South Main St
Bloomington ILL. 61701

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM









FOR COUNCIL: November 10, 2014

SUBJECT: Scheduled vehicle replacements for the Water Department

RECOMMENDATION/MOTION: Purchase Three (3) Ford Transit Connects from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$66,585.

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: Water Transmission and Distribution Division has a 2006 Dodge Dakota that currently has over 112,000 miles. It is scheduled for replacement this fiscal year. This unit has had front end, brake, drive line, and transmission problems. The maintenance cost to date for this unit is \$13,295.87.

The Water Meter Service Division has a 2006 Dodge Dakota that will have about 84,000 miles on it when the replacement arrives and has a total maintenance cost to date of \$9,452.21. This unit has had brake, suspension, transmission, and electrical issues. The Water Meter Service Division also have a 2007 Dodge Dakota that will have over 93,000 miles on it when the replacement arrives and has a total maintenance cost of \$11,769.67 to date. This unit has had engine and body electrical, steering, brake, and transmission issues.

There is currently a Transit Connect in service at the Water Department and has proven to be very useful. It provides secure storage and keeps expensive tools and equipment out of the weather. Staff asks to have the replaced units declared surplus and sold on public auction on Public Surplus.com. The units are expected to bring a total of \$15,000.00 at auction.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: The Water Transmission and Distribution 2006 Dodge Dakota replacement will be paid out of the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130) and has \$22,281.00 in the FY 2015 Budget. The replacement unit will cost \$22,195.00.

The Water Meter Service Division 2006 and 2007 Dodge Dakotas replacements will be paid out of the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130) and have \$23,342 and 22,812 budgeted respectively. The replacement units will cost \$44,390 in total. Stakeholders can find this information in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 114 and 266.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones , Superintendent of Fleet Maintenance

Reviewed by: Brett Lueschen, Interim Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Vehicle Information
Attachment 2. Vehicle Pictures

Motion: That the Purchase One (1) Ford Transit Connect from Curry Motors of Frankfort IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139 in the amount of \$66,585, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



2015 Ford Transit Connect Cargo Van

Contract# 139



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer

www.CurrieFleet.com

GOOD THRU: 03/2015



find us on
Facebook

You **Tube**

follow us on
twitter



Currie Motors Frankfort

SPC Contract Winner

2015 Ford Transit Connect XL Cargo Van

Call Tom Sullivan (815) 464-9200

Standard Package: **\$18,986.00**

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery With in 30 Miles from Point of purchaser's Billing Address

Exterior

Bodyside Moldings – Gray, molded-in-color
Front Bumper – Gray, Molded-in-Color
Grille – Gray, Molded-in-Color
Manual Adjust Exterior Mirrors with Manual Fold – Black, Molded in Color
Rear Bumper and Rear Bumper End Caps – Gray, Molded in Color
Dual Sliding Side Doors Without Glass on Either Side
180 Degree Rear Cargo Doors
Side & Rear Cargo Door Handles – Black, Molded in Color
Halogen Headlamps

Interior

2 Front Cupholders
2 Front Speakers
2-Way Manual Driver Seat
4-Way Adjustable Steering Column
12V Powerpoint in Center Console
AM/FM Stereo Receiver
Audio Input Jack
Cargo Tie Down Hooks
Front Vinyl Floor Cover
2-Way Manual Passenger Seat with Folding Back
Power Front Row Windows with One-Touch Down on Drivers Side
Vinyl Seating Surfaces

Powertrain/Functional

2.5L DOHC I-4 Gas Engine
6-Speed SelectShift® Automatic Transmission
Alternator – 150A
Battery 60 Amp hour, 590 Cold Cranking Amp
Breaking – Power Front & Rear Disc Brakes
Breaking – ABS with ESC & RSC
Breaking – Electronic Emergency Brake Assist
Breaking – Hill Launch Assist
Electric Power-Assist Steering (EPAS)
Front Wheel Drive
Fuel Tank – 15.8 Gal with Easy Capless Fuel Fill (with fill door cover & misfuel inhibitor)
Suspension – MacPherson Strut Independent Front Suspension
Tires – 215/55 R 16 97H XL All Season
Wheels – 6.5" x 16" Steel with XL Full Wheel Covers

Safety/Security

Driver & Passenger Front Airbags
Driver & Passenger Side Airbags
1st Row Curtain Airbags
Power Central Single Door – Locks with One Step Unlocking
Remote Keyless-Entry with 2 Key Fobs
SecuriLock® Passive Anti-Theft System (PATS)
Tire Pressure Monitoring system (TPMS)

Factory Order Cutoff Date: March 2015

Contract# 139



Model

☐	XL Cargo Van	STD
☐	XL Cargo Van LWB	1384.00
☐	XLT Cargo Van	1625.00
☐	XLT Cargo Van LWB	2726.00
☐	XL Wagon LWB only	3085.00
☐	XLT Wagon	2525.00
☐	XLT Wagon LWB	4511.00

Powertrain

☐	2.5L DOHC I-4 Gasoline	STD
☐	1.6L EcoBoost (n/a with LWB Wagons)	678.00
☐	Trailer Tow Packet	337.00
☐	Block Heater	29.00

Glass

☐	No Side/Rear Glass	STD
☐	Rear Door Privacy Glass	508.00
☒	Side/Rear Door Privacy Glass	568.00
☒	Windshield Defroster	320.00
☒	Rear Defroster	129.00

Doors

☐	Rear Symmetrical Doors	N/C
☐	Rear Liftgate	N/C

Exterior

☐	Reverse Sensing System	252.00
☒	Daytime Running Lights	38.00
☒	Large Exterior Mirrors	166.00
☐	4-Corner Strobe	850.00
☐	Splash Guards	119.00

Interior

☐	AM/FM CD w/Sync	634.00
☐	AM/FM CD w/Camera	490.00
☐	CD w/Sync & Camera	827.00
☐	Cloth Seats	85.00
☐	4-Way Drivers Seat w/Fixed Passenger	119.00
☐	4-Way Drivers Seat w/Folding Passenger	81.00
☐	All Weather Mats	52.00
☒	Cruise Control	192.00
☐	Rear Cargo LED Light – cargo vans only	60.00
☒	Key Fobs	56.00
☐	Keyed Alike	48.00



Accessories

☐	Adrian Van Package	1565.00
☐	Ladder Rack	650.00
☒	Rustproofing/Undercoating	395.00
☒	5 Year 100,000 mile Powertrain Care	1195.00
☒	Delivery over 50 Miles	150.00

Exterior Color

☐	Tectonic Silver – Wagon only
☐	Deep Impact Blue – Wagon only
☐	Magnetic Metallic – Wagon only
☐	Solar – Wagon only
☐	Dark Blue
☐	Race Red
☐	Silver Metallic
☐	Panther Black
☒	Frozen White

Interior Color

☒	Pewter Vinyl	STD
☐	Charcoal Black Cloth	85.00

water Dept



Please enter the following:

Agency Name & Address City of Bloomington
336 South Main St
Bloomington IL 61701

Contact Name Rob Krone

Phone Number 309-434-2296

Purchase Order Number _____

Total Dollar Amount \$ 66,585.00

Total Number of Units 3

Delivery Address 336 South Main St
Bloomington IL 61701

Please submit P.O. & tax exempt letter with Vehicle Order:

Currie Motors
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan

IF WE HAVE MISSED AN OPTION, PLEASE CONTACT OUR OFFICE.
COMPLETE UNITS IN STOCK FOR IMMEDIATE DELIVERY, CAN BE VIEWED
ON OUR WEBSITE WWW.CURRIEFLEET.COM



FOR COUNCIL: November 10, 2014

SUBJECT: Analysis of Bids for the Police Department Uniform and Equipment Purchase
(Bid #2015-18)

RECOMMENDATION/MOTION: That the bid be awarded to Sam Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, with the terms of said bid being until April 30, 2015, with the option for five (5) one-(1) year renewals, and the Procurement Manager be authorized to issue a blanket Purchase Order for same.

STRATEGIC PLAN LINK: Goal 1 Financially Sound City Providing Quality Basic Services.

STRATEGIC PLAN SIGNIFICANCE: Objective (a) Budget with adequate resources to support defined services and level of services.

BACKGROUND: The City last signed an equipment purchase contract for police uniforms and equipment in March 2008. In order to assure the City is receiving competitive pricing on specified uniform and equipment with a high level of service, Bid #2015-18 was published in September 24 of this year. Only two companies, Ray O'Heron Company and Sam Harris Uniforms, submitted complete bids for this contract. A third company submitted a bid, but was not responsive to all items, only footwear. An analysis of the bids submitted showed that Sam Harris Uniforms bid was lower on a majority of the individual items. The cumulative cost of initially outfitting an officer indicated that Sam Harris Uniforms was \$353.39 less than Ray O'Heron. More in depth analysis indicated that the items of clothing most often replaced were on average 23% less expensive through Sam Harris Uniforms.

Below is a line by line cost of items included in this bid:

Item	Sam Harris Uniforms	Ray O'Heron
Short Sleeve Shirt	\$49.95	\$61.00
Long Sleeve Shirt	\$53.95	\$67.50
Pants	\$68.50	\$80.50
Dress Pants	\$57.95	\$74.50
Coat	\$245.00	\$300.00
Summer Hat	\$43.00	\$59.00
Winter Hat	\$46.50	\$64.00
Garrison Belt	\$19.95	\$21.00
Duty Belt	\$39.95	\$41.00
Tie	\$6.95	\$4.99
Holster	\$140.00	\$176.00
Glove Pouch	\$15.95	\$16.00

Baton Holder	\$27.50	\$25.95
OC Holder	\$27.50	\$25.95
Handcuff Holder	\$27.50	\$25.95
Magazine Pouch	\$32.75	\$32.50
Raincoat	\$56.50	\$59.00
Boots	\$142.95	\$184.00
Outer Shirt Vest Carrier	\$64.95	\$72.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: In FY 2015 Budget, \$131,000 is budgeted under Police-Uniforms (10015110-62190). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 250. As of the date of this memo, \$99,958.47 remains available in the FY 2015 Budget.

Respectfully submitted for Council consideration.

Prepared by: Timothy Stanesa, Lieutenant

Reviewed by: Kenneth Bays, Assistant Chief

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the bid be awarded to Sam Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, with the terms of said bid being until April 30, 2015, with the option for five (5) one-(1) year renewals, and the Procurement Manager be authorized to issue a blanket Purchase Order for same.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Mwilambwe			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman McDade							
				Mayor Renner			



FOR COUNCIL: November 10, 2014

SUBJECT: Professional Engineering Services Agreement with Lewis, Yockey & Brown, Inc.
for the Fort Jesse Road Reconstruction project

RECOMMENDATION/MOTION: That the Agreement with Lewis, Yockey & Brown, Inc. for the Fort Jesse Road Reconstruction project be approved, in the amount of \$125,000, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks, and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: Staff recommended and Council approved including provisions in the FY 2015 budget to engage the services of a consultant for the Fort Jesse Road Reconstruction project.

Lewis, Yockey & Brown, Inc. completed the design, construction plans and specifications for the previous Fort Jesse Road Reconstruction project between Airport Road and Kaisner Drive. Since the current project is a direct extension of this prior project, Lewis, Yockey & Brown, Inc. has survey data and other records which will allow them to perform the work quickly and more efficiently. This is particularly important since the Mclean County Highway Department recently awarded a contract to reconstruct Towanda Barnes Road from Fort Jesse Road to the Towanda Village limits. The contiguous or sequential construction of these two projects will have less impact on the adjacent residents and commuters which utilize the subject roads.

Under the proposed professional engineering services contract, the selected engineering firm will be performing surveys, completing designs and preparing construction documents. The contract amount included in the Professional Engineering Services Contract will be a not-to-exceed amount. The final overall rates and fee proposed by Lewis, Yockey & Brown, Inc. is fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None

FINANCIAL IMPACT: This project is budgeted for \$80,000 in the FY 2015 Budget under Motor Fuel Tax-Engineering Services (20300300-70050). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 11, 279, 288 and 289. To compensate for the \$45,000 gap in funding, the construction portion of the Linden Street Bridge Deck replacement budgeted in FY 2015 for \$660,000 will use approximately \$60,000 for the design portion and Public Works will rebudget the \$600,000 in a future fiscal

year allowing the budgeted funds to be available in the Motor Fuel Tax Fund for the Fort Jesse Road Reconstruction project.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

Reviewed by: Sue McLaughlin, ICMA-CM
Interim Assistant City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. MFT Resolution
Attachment 2. Agreement
Attachment 3. Map

Motion: That the Agreement with Lewis, Yockey & Brown, Inc. for the Fort Jesse Road Reconstruction project be approved, in the amount of \$125,000, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the Council of the
City of Bloomington of Illinois
that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Ft Jesse Road		Kaisner Drive	Towanda Barnes Road

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Complete reconstruction including storm sewer,
streets and sidewalks.

and shall be constructed 41 feet wide
and be designated as Section 15-00358-00-PV

2. That there is hereby appropriated the (additional ☐ Yes ☒ No) sum of one hundred twenty five thousand
Dollars (125000) for the
improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the
district office of the Department of Transportation.

Approved

Date

Department of Transportation

Regional Engineer

I, Tracey Covert Clerk in and for the

City of Bloomington

City, Town or Village

County of Mclean, hereby certify the

foregoing to be a true, perfect and complete copy of a resolution adopted

by the Council

Council or President and Board of Trustees

at a meeting on November 10, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

day of

(SEAL)

City, Town, or Village Clerk

Municipality City of Bloomington	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Lewis, Yockey & Brown, Inc.
Township				Address 505 N. Main Street
County McLean				City Bloomington
Section				State Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name Ft. Jesse Road Reconstruction - Phase 2

Route _____ Length 0.43 Mi. _____ FT (Structure No. _____)

Termini from the east R.O.W. of Kaisner Lane to Towanda Barnes Road

Description:

Reconstruction of Ft. Jesse Rd. from a rural to an urban section, including widening, storm sewer, intersection improvements and connection to proposed Towanda Barnes improvements by McLean County.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. ☒ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☒ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☒ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☒ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☒ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
 - (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
 - (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. ☒ A sum of money equal to 6.0 percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT, up to a maximum of \$125,000.00.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000		(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, & 1k of the ENGINEER AGREES at the Engineer's Hourly Rates and Expenses per "Attachment A."

Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER per the Engineer's hourly rates and expenses (Attachment "A") up to the time he is notified in writing of such abandonment.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes per the Engineer's hourly rates and expenses (Attachment "A").

It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

City of Bloomington of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Clerk

(Seal)

By _____

Title _____

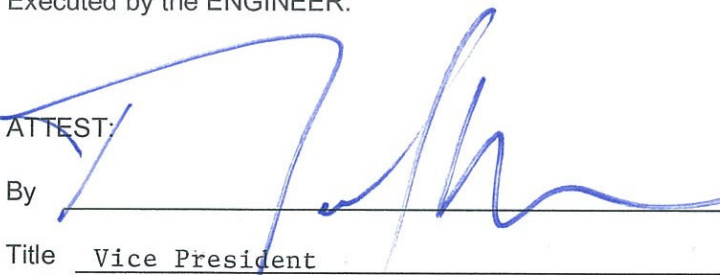
Executed by the ENGINEER:

Lewis, Yockey & Brown, Inc.

505 N. Main Street

Bloomington, IL 61701

ATTEST:

By  _____

Title Vice President

By  _____

Title President

Approved

Date

Department of Transportation

Regional Engineer

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

505 North Main Street
 Bloomington, Illinois 61701
 Phone: (309) 829-2552
 Fax: (309) 827-6861

222 East Center Street
 LeRoy, Illinois 61752
 Phone: (309) 962-8151
 Fax: (309) 962-7503

155 South Elm Street
 El Paso, Illinois 61738
 Phone: (309) 527-2552
 Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND
 RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2014

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Principal	\$170.00
Project Manager	\$150.00
Project Engineer	\$130.00
Senior Design Engineer	\$110.00
Design Engineer	\$ 90.00
Professional Land Surveyor	\$130.00
CAD Manager	\$110.00
CAD Technician	\$ 95.00
Senior Engineering Technician	\$ 95.00
Engineering Technician	\$ 75.00
Clerical	\$ 60.00
Geologist	\$140.00
Surveyor	\$100.00
Party Chief	\$ 80.00
Instrument Man	\$ 65.00
Rodman	\$ 50.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Color photo copies, 8-1/2 x 11	1.00/each
Color photo copies, 11 x 17	1.50/each
Color Bond	2.00/square foot
Mylar	10.00/sheet
Prints	3.00/sheet
Wood Stakes/Lath	0.75/unit
Iron Pins	4.00/each
Mileage	0.55/mile
CADD	15.00/hour
GPS Equipment	300.00/day

SCOPE OF ENGINEERING SERVICES

FORT JESSE ROAD - KAISNER TO TOWANDA BARNES

PROJECT BACKGROUND

This project involves improving Fort Jesse Road between Kaisner Drive and Towanda Barnes Road from a rural two lane cross section to an urban three lane cross section. Storm sewer and other related infrastructure will also be improved. A location map is attached.

ENGINEERING SERVICES

The requested engineering services and responsibilities may include, but are not limited to the following.

1. Detail topographic survey as necessary for planning and design of the project.
2. Locate and / or establish property and easement boundaries.
3. Construction easement plats and legal descriptions, and right-of-way and easement staking (as required).
4. Prepare Intersection Design Studies (If required).
5. Review existing soil investigation to determine roadway structural design.
6. Locate and Investigate existing public & private utilities including service lines.
7. Preparation of detailed plans and specifications.
8. Preparation of contract proposal and all necessary bidding documents.
9. Preparation of Budget Construction Cost Estimate.
10. Preparation of Engineer's Construction Cost Estimate.
11. Preparation of Estimate of Time.
12. Project Staging Plans and details including Maintenance of Traffic.
13. Design submission for City review at 30%, 60% and 90% design.
14. Preparation of all necessary post letting plan revisions.
15. Preparation of record drawings.
16. Obtain Environmental, Biological, Cultural and all other necessary permits or sign-offs.
17. Adherence to all applicable codes and regulations.
18. Submit Final Design files in Microstation or Autocad format.

Project design to be completed utilizing the IDOT BLR and BDE Manuals, the Manual on Uniform Traffic Control Devices (MUTCD), the City of Bloomington Manual of Practice, and other applicable guidelines.

QUALITY ASSURANCE

The Consultant shall provide proper quality assurance prior to sending any construction plans and specifications for review. The Consultant shall ensure the following items as a minimum have been reviewed prior to submitting any construction plans or specifications for review:

1. Every item shown in the construction plans either has a pay item or is specifically discussed in a pay item special provision.
2. All items to be constructed directly correspond to a standard pay item or a special provision.
3. All existing utilities have been checked against proposed facilities for horizontal and vertical conflict during construction.
4. Address all City comments and concerns.

SCOPE OF ENGINEERING SERVICES

FORT JESSE ROAD - KAISNER TO TOWANDA BARNES

CALCULATIONS

Consultant shall provide copies of all design calculations used in the design process included but not limited to the following areas:

1. Drainage and storm sewer
2. Pavements
3. Quantity Take-Offs

Where practical, calculations done using computer software shall be provided digitally (original output and pdf format).

SCHEDULE

Anticipated Design Contract Approval by City Council

November 10, 2014

Final Plans, Specs & Estimates Submitted

May 2015*

*Due to funding uncertainties, this date may be delayed.

FUNDING

Design funding shall be Motor Fuel Tax (MFT)

Construction funding will include Local Funds and MFT funds

CITY RESPONSIBILITIES

The City of Bloomington will perform or provide the following for the selected firm.

1. The City will make available digital files of aerial photographs, contours, and basic topography from the McLean County G.I.S. data.
2. The City will provide the copies of such construction plans as the City may have on file for existing infrastructure within the project limits.
3. The City will provide existing data for use in design.
4. The City will attend design meetings to be held at the City Public Works office. During each meeting, key elements of the project shall be identified including progress, schedule, submittal review, value engineering options and other design issues.

Addendum to Scope of Services

City of Bloomington Public Works Department

Baseline Consultant Expectations:

1. Quality

- a. The Consultant shall design with constructability and ease of maintenance in mind and consult with the City to determine the required level(s) of performance and service.
- b. The quality of the construction plans shall reflect the percent complete when submitted to the City for review. All plans shall be reviewed for quality assurance / quality control prior to submittal to the City. The City will not design the project and shall resend back to the Consultant if the quality is substandard.

2. Customer Service / Communication

- a. During initial design phases, Consultant will discuss material decisions with the City. Material decisions shall include all major components of the project. For example, pumps, electrical controls, software, pipe materials, pavement designs, signal materials and erosion protection.
- b. Consistent communication with the Project Manager for the City is critical.
- c. Communication through email is preferred for record keeping purpose.
- d. If issues arise that prevent timelines from being met or cause additional costs in the design, it is critical that the consultant contact the city as soon as possible.
- e. Electronic files shall be provided to the City upon completion of the design.
- f. Quantity take-off and calculation sheets shall be provided for construction field inspection.

3. Project Management

- a. Extensive field work throughout the design is expected. An onsite "plan in hand" meeting shall be scheduled with the City during appropriate phases of the design.
- b. Consultants shall be expected to submit plans with sufficient time for City to provide an adequate review of the design. This City review time shall be built into the project schedule up front.
- c. As-built information provided from previous construction plans shall be used to supplement survey data. Comprehensive survey data collection shall be done to verify as much field information as possible.
- d. Consulting contracts shall include a timeline for completion of design. The timeline provided shall allow sufficient time for dealing with outside agencies and any public interaction.
- e. Invoices submitted to the City shall include project percent complete on billing, design and timeline progression.
- f. A monthly status report shall be provided which includes major items completed, major issues, potential extra work, change orders, out of scope issues, information required from the City and other relevant issues.

Addendum to Scope of Services

City of Bloomington Public Works Department

The Public Works Department shall hold an exit project interview upon the completion of the project construction. This meeting will discuss how the Consultant has performed in each of these three areas. Unfavorable performances shall impact the Consultant's selection on future City projects.

FORT JESSE ROAD - KAISNER TO TOWANDA BARNES





FOR COUNCIL: November 10, 2014

SUBJECT: Application of Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Ed Van Etten, District Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Ed Van Etten, District Manager and Applicant's representative, addressed the Commission. Mac's Convenience Stores, LLC was acquiring the two (2) Super Pantries located in the City. This store was located at 2412 S. Main St. This application was filed due to the change of ownership.

Commissioner Renner questioned Mr. Van Etten's liquor sales experience. Mr. Van Etten cited his fourteen (14) years of experience in the convenience store industry.

Commissioner Tompkins questioned the Emergency Contact sheet that had been filed as part of the application. Mr. Van Etten noted the Mac's corporate office had established a security call center. Local contacts would be either the Store Manager or himself.

Commissioner Tompkins cited the violation summary which had been included with the application. These violations involved sales to minors.

Mr. Van Etten informed the Commission that Mac's had adopted CBT, (Computer Based Training), for the stores' staffs. Store staff was instructed to check identification for anyone who appeared to be under the age of forty (40). Stores received evening telephone reminders to check identification. There was a sales log for restricted sales items, (alcohol and tobacco products). If store staff was found to have not checked identification, it was grounds for termination.

Commissioner Tompkins noted the total dollar value of the fines paid in the last three (3) years. He added that the City required BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training for store managers.

Mr. Van Etten informed the Commission that all store staff would be BASSET certified.

Commissioner Renner questioned if Mac's application was a leap of faith.

Commissioner Jordan questioned employee longevity. Mr. Van Etten noted that in the past employee tenure had been two to three (2 – 3) years. Due to company restraints regarding full/part time employees, employee tenure had been reduced to twelve to eighteen (12 - 18) months.

Commissioner Jordan questioned management presence at the store. Mr. Van Etten noted that the store manager generally worked first shift and the assistant store manager worked either second or third shift. Mac's currently held four (4) liquor licenses in the City.

George Boyle, Asst. Corporation Counsel, noted that Mac's application did not list any violations that occurred in the City.

Mr. Van Etten informed the Commission that he had been promoted to District Manager in October 2012. There had not been a violation at the stores in his district during his tenure as District Manager.

Mr. Boyle referred to the listing that had been included in Mac's application. There were five (5) violations listed in Normal. He acknowledged that there had not been a violation for Mac's since October 2012.

Commissioner Renner stated that there had been some issues with Mac's but there had not been a single violation since Mr. Van Etten became District Manager.

Commissioner Jordan added that this application involved a change of ownership.

Commissioner Renner restated that all store staff would be BASSET certified. He recommended that this occur within sixty (60) days after the liquor license is issued. Mr. Van Etten stated that he would contact Heartland Community College regarding the next class.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the Council that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be approved contingent upon compliance with all health safety codes

with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on October 6, 2014 in accordance with City Code. In accordance with City Code, approximately three (3) courtesy copies of the Public Notice were mailed on October 3, 2014. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: November 10, 2014

SUBJECT: Application of Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Ed Van Etten, District Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that requested that the Applicant's representatives address this request. Ed Van Etten, District Manager and Applicant's representative, addressed the Commission. Mac's Convenience Stores, LLC was acquiring the two (2) Super Pantries located in the City. This store was located at 1206 N. Towanda Barnes Rd. This application was filed due to the change of ownership.

Commissioner Renner questioned Mr. Van Etten's liquor sales experience. Mr. Van Etten cited his fourteen (14) years of experience in the convenience store industry.

Commissioner Tompkins questioned the Emergency Contact sheet that had been filed as part of the application. Mr. Van Etten noted the Mac's corporate office had established a security call center. Local contacts would be either the Store Manager or himself.

Commissioner Tompkins cited the violation summary which had been included with the application. These violations involved sales to minors.

Mr. Van Etten informed the Commission that Mac's had adopted CBT, (Computer Based Training), for the stores' staffs. Store staff was instructed to check identification for anyone who appeared to be under the age of forty (40). Stores received evening telephone reminders to check identification. There was a sales log for restricted sales items, (alcohol and tobacco products). If store staff was found to have not checked identification, it was grounds for termination.

Commissioner Tompkins noted the total dollar value of the fines paid in the last three (3) years. He added that the City required BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training for store managers.

Mr. Van Etten informed the Commission that all store staff would be BASSET certified.

Commissioner Renner questioned if Mac's application was a leap of faith.

Commissioner Jordan questioned employee longevity. Mr. Van Etten noted that in the past employee tenure had been two to three (2 – 3) years. Due to company restraints regarding full/part time employees, employee tenure had been reduced to twelve to eighteen (12 - 18) months.

Commissioner Jordan questioned management presence at the store. Mr. Van Etten noted that the store manager generally worked first shift and the assistant store manager worked either second or third shift. Mac's currently held four (4) liquor licenses in the City.

George Boyle, Asst. Corporation Counsel, noted that Mac's application did not list any violations that occurred in the City.

Mr. Van Etten informed the Commission that he had been promoted to District Manager in October 2012. There had not been a violation at the stores in his district during his tenure as District Manager.

Mr. Boyle referred to the listing that had been included in Mac's application. There were five (5) violations listed in Normal. He acknowledged that there had not been a violation for Mac's since October 2012.

Commissioner Renner stated that there had been some issues with Mac's but there had not been a single violation since Mr. Van Etten became District Manager. He encouraged Mr. Van Etten to continue his efforts to keep Mac's record clean.

Commissioner Jordan added that this application involved a change of ownership. He questioned the lot size at this location. Mr. Van Etten responded that he did not know. Commissioner Jordan questioned if diesel fuel was available for sale at this location. Mr. Van Etten responded affirmatively.

Commissioner Renner restated that all store staff would be BASSET certified. He recommended that this occur within sixty (60) days after the liquor license is issued. Mr. Van Etten stated that he would contact Heartland Community College regarding the next class.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to recommend to the Council that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be approved contingent upon compliance with all health safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on October 6, 2014 in accordance with City Code. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for a GBPS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion: That a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)



FOR COUNCIL: November 10, 2014

SUBJECT: Application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a PAS liquor license for BNN Enterprises LLC, d/b/a BNN Enterprises LLC, located at 1414 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.

STRATEGIC PLAN LINK: Goal 4. Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Brian Haskins, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and stated that this Application had been laid over by the Commission at their September 9, 2014 meeting to allow City staff to address the separation distance between Smoke Rings and two (2) nearby churches, (Integrity Deliverance Ministries Integrity Church located at 1409 S. Main St. and Pilgrim Holiness Church located at 1409 S. East St.). It was noted that the City Code stated that the distance must be more than 100'.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He reference state statute which also contained the 100' provision. He stated his understanding of this statute which addressed nearest part of the building not the property line boundaries.

Commissioner Tompkins questioned Mr. Boyle's interpretation. Mr. Boyle restated that there was no prohibition.

Commissioner Renner reminded the Commission that the Applicant had agreed to no single serve sale items.

Commissioner Jordan expressed his concerns. He cited the location of the two (2) churches and the impact of Pastor Brown's testimony at the Commission's September 9, 2014 meeting. He

also cited neighborhood opposition. He recalled concerns raised regarding truck loading and unloading at this business. He questioned if the applicant planned to request a “T”, Tavern, license after obtaining a “P”, Packaged liquor license.

Commissioner Renner also stated that liquor sales would not be allowed until after 12 noon on Sundays.

Commissioner Renner questioned if there was anyone present who which to address this application either in support of or in opposition to.

Brian Haskins, owner/operator and Applicant representative, addressed the Commission. He thanked City staff for their efforts regarding the distances between his business and the two (2) churches. He had also taken measurements.

Commissioner Renner acknowledged that the distances were over 100’, (i.e. Integrity Deliverance Ministries Integrity Church located at 1409 S. Main St. – 132’ and Pilgrim Holiness Church located at 1409 S. East St. - 108’).

Mr. Haskins addressed delivery concerns. Deliveries would be made in the morning. He agreed to the two (2) conditions, (no single serve sales and no Sunday sales until after 12 noon).

Commissioner Jordan questioned video gaming. Mr. Haskins stated that his business was not eligible. He would need a license to sell by the glass to be eligible.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a PAS liquor license for BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately 121 courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City’s web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: This application represents a new liquor license. Annual fee for a PAS liquor license is \$1,410.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Attachment: Attachment 1. Liquor Commission Minutes from September 9, 2014

Motion: That a PAS liquor license for BNN Enterprises LLC, d/b/a BNN Enterprises LLC, located at 1414 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

Chapter 6: Section 4B: Creation of New License – Findings

(a) Standard for Creation. The City Council shall not create a new liquor license unless it has previously found that the creation of such license is necessary for the public convenience of residents of Bloomington and is in the best interest of the City of Bloomington. (Ordinance No. 1981-18)

(b) Factual Criteria. In deciding whether creation of a new license is necessary, the City Council shall consider:

- (1) The class of liquor license applied for;
- (2) Whether most of the establishment's anticipated gross revenue will be from sale of alcohol or other resources;
- (3) The character and nature of the proposed establishment;
- (4) The general design, layout and contents of the proposed establishment;
- (5) The location of the proposed establishment and the probable impact of a liquor establishment at that location upon the surrounding neighborhood or the City as a whole giving particular consideration to; (Ordinance No. 2004-2)

(a) the type of license(s) requested in the application;

(b) the nature of the proposed establishment; (Ordinance No. 2004-2)

(c) the location of the building of the proposed establishment in relation to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station with particular emphasis on its entrances/exits, windows and parking facilities; (Ordinance No. 2004-2)

(d) the hours of operation of the proposed establishment; (Ordinance No. 2004-2)

(e) the effect of live entertainment and/or amplified music in the proposed establishment upon persons in the surrounding area, particularly with respect to any dwelling, church, school, hospital, home for the aged, indigent or veteran's and their wives, or any military or naval station; (Ordinance No. 2004-2)

(f) signs and lights which are visible from the exterior of the proposed establishment;

(g) whether a Sunday license is being requested for the proposed establishment;

(h) the extent to which other businesses are licensed to sell alcoholic beverages at retail in the area under consideration;

(i) whether and what types of alcohol the applicant proposes to sell in single serving sizes for consumption off of the premises. (Ordinance No. 2004-2)

- (6) The probable demand for the proposed liquor establishment in the City;
- (7) The financial responsibility of the applicant;
- (8) Whether the applicant, or (if the applicant is a partnership or corporation) whether any partner, officer or director of the applicant has ever held a liquor license and his or her performance as a licensee; (Ordinance No. 1977-69)
- (9) Whether the applicant intends to furnish live entertainment in the establishment, and if so, the nature of such entertainment;
- (10) Whether the applicant intends to obtain a dancing permit pursuant to Chapter 7 of Bloomington City Code;
- (11) Whether the proposed establishment poses any problem to the Bloomington Police Department or Liquor Commissioner in the enforcement of City Ordinance or State and Federal Law;
- (12) Whether a current City of Bloomington liquor license has been issued for the premises sought to be licensed in the application;
- (13) Whether the premises complies with all pertinent health and safety codes applicable within the City of Bloomington;
- (14) No license shall be created for, or maintained by, an establishment whose primary or major focus is video gaming. In determining whether an establishment's primary or major focus is video gaming, the following factors may be considered.

(a) The layout and design of the establishment, including such factors as:

- 1. the number of video gaming machines relative to the customer seating capacity of the establishment; and
- 2. the square footage of space devoted to video gaming relative to the amount of space devoted to other activities;

(b) Whether the probable revenue derived from the establishment will be primarily from video gaming;

(c) The number of employees at the establishment and their proposed function;

(d) Other relevant factors. (Ordinance No. 2013-13)

(15) The recommendation of the Liquor Commission. (Ordinance No. 2013-13)

(c) All licenses created hereby are subject to issuance by the Mayor in his discretion as provided in 235 ILCS 5/4-4 and Section 37 of this Chapter. (Ordinance No. 2013-13)

MINUTES OF THE BLOOMINGTON LIQUOR COMMISSION

September 9, 2014

The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk; and Brian Haskins, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representative address this request. Brian Haskins, owner/operator and Applicant's representative, addressed the Commission. He informed the Commission that he planned to operate a packaged liquor/tobacco store.

Commissioner Tompkins described Smoke Rings as a smoke shop with a packaged liquor store.

Commissioner Jordan questioned Mr. Haskins' liquor license experience. Mr. Haskins informed the Commission that he had been employed with Qik N Ez for eleven (11) years. Smoke Rings was a family business. At this time, he and his wife were the store's employees. The store had been open for a couple of months. He added that completion of BASSET (Beverage Alcohol Sellers and Servers Education & Training), training would impact his insurance rates.

Commissioner Renner noted that Smoke Rings was located near residential areas. He questioned single serve sale items. Mr. Haskins noted that Smoke Rings was a small business. Single serve sizes sold quickly.

Commissioner Renner cited his concern regarding single serve sales near residential areas. The Commission could recommend that conditions be placed upon the license. He also cited concerns regarding loitering.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He cited Chapter 6. Alcoholic Beverages, Section 4C. Conditions of Creation, which addressed conditions being placed on a liquor license. He cited past conditions placed on liquor license holders regarding single serve sales, (i.e. sale hours for same).

Pastor Joseph Brown, Integrity Deliverance Ministries Integrity Church, located at 1409 S. Main St., addressed the Commission. His church was located across the street from Smoke Rings. He cited his experience with Carniceria de La Mexicana, located at 1416 S. Main St. He believed that signage and space restrictions regarding alcohol had been placed upon Carneceria. Smoke

Rings planned to sell all types of packaged alcohol, seven (7) days a week. He added his concern regarding sale hours. He cited church services and Bible study.

Commissioner Renner questioned Pastor Brown's response regarding a prohibition regarding single serve sale items.

Pastor Brown cited his opposition to this application for a liquor license. He believed that alcohol sales were in conflict with church services. He noted that Sunday church services commenced at 9:00 a.m. and ended around 12 noon. In addition, Bible study was held on Wednesday nights.

Commissioner Tompkins noted that the church was across the street. He believed that there was a separation requirement, (i.e. 100'). He questioned the distance between the church and Smoke Rings.

Commissioner Jordan believed that the distance was measured from property line to property line.

Sue Feldkamp, 1401 Wright St., addressed the Commission. She resided in the neighborhood. She had visited Smoke Rings. The staff was friendly. She cited her concerns regarding single serve sale items. She noted pedestrian traffic. She cited concerns raised in the Downtown regarding single serve sales.

Bruce Meeks, 1402 Wright St., addressed the Commission. He expressed his concern regarding the separation between the church and Smoke Rings. The Commission should use GIS, (Geographic Information System), mapping to determine the distance. He believed that there was another church located at 1409 S. East St., (*Pilgrim Holiness Church*).

He also addressed his concerns regarding single serve sales. In addition, there was no loading dock at this location. He cited traffic. He also addressed other liquor licenses in the area: Carniceria located at 1416 S. Main St.; Bonkers located at 1507 S. Main St., and the New Lafayette Club located at 1602 S. Main St. There were panhandlers at Hucks located at 102 W. Oakland Ave. The Walgreens store located at 909 S. Main St. did not have a liquor license. He cited the City's moratorium regarding taverns on Main St. The City had been too free when handing out liquor licenses. The City needed to limit the total number of liquor licenses. Liquor was available for sale in the City seven (7) days a week.

Commissioner Renner wanted to clarify that the Council did not have a moratorium regarding the Downtown taverns. The Council made a decision to limit the number of Downtown taverns.

Commissioner Jordan questioned the location of Pastor Brown's church.

Bernetta DeMay Jones, 9 Berenz Pl., addressed the Commission. She expressed her concern regarding traffic. Carneceria, the Mexican grocery store, was doing well. Delivery truck made deliveries behind the store. The cross streets for this block of Main St. were Stewart and Baker.

Commissioner Renner questioned the 100' prohibition. He questioned if the Applicant would be required to show proof. Mr. Boyle stated that the City needed a measurement.

Commissioner Jordan questioned if the measurement should be from property line to property line. He believed the requirement was contained in state law. The measurement must be proper and accurate.

Mr. Haskins informed the Commission that he had taken a measurement from the store's front door to the corner of the building, (i.e. church). The distance was 144'.

Mr. Boyle offered to review state law.

Commissioner Renner noted that if the distance was less than 100', the Commission could not approve this application. At this time, it would not be appropriate to address single serve sales nor liquor sale hours. He recommended that this application be held over until the Commission's October 14, 2014 meeting. The City Clerk's Office needed to be provided with information which addressed the 100' distance. He recommended that the Commission give consideration to the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon. This application would be reconsidered next month.

Commissioner Tompkins recommended that an independent party be retained to measure the distance.

Commissioner Renner added that there must be documentation.

Mr. Haskins noted that the City Code did not state "from property line to property line".

Commissioner Renner stated that the City must comply with state law.

Mr. Boyle noted that there was dual control. A liquor license holder must be in compliance with both, (City and state laws). He would review state statute. He requested that Mr. Haskins provide documentation to the City Clerk's Office seven to ten, (7 – 10), days prior to the Commission's hearing date.

Mr. Haskins questioned the acceptable documentation.

Mr. Boyle offered to provide suggestions after his review of state statute.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to that the application by BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week be laid over until the Commission's October 14, 2014 meeting.

Motion carried, (viva voce).

There being no further business before the Commission, the meeting adjourned at 4:40 p.m.

Respectfully,

Tracey Covert, CRM, CMC, RMC
City Clerk



FOR COUNCIL: November 10, 2014

SUBJECT: Apprenticeship Requirements for Public Contracts in Excess of \$100,000

RECOMMENDATION/MOTION: Recommend that the Amended Resolution Ascertain the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works be adopted to include language requiring apprenticeship participation requirements for public contracts in excess of \$100,000.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards any construction contract for public work or doing such work by day labor, shall ascertain the general prevailing hourly rates of wages for employees engaged in such work, and shall require that all contractors of the City pay those wages to their workers. This Act requires public bodies to adopt a resolution or ordinance ascertaining the wages by the end of July each year.

On July 14, 2014, the City adopted a Resolution Ascertain the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington. Although not required by law, the Resolution, as proposed, contained language requiring contractors to provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. This had been a past practice of the City and was believed to have originally been added at the request of the Trades and Labor Council.

When the Resolution was discussed by the Council at the July 14, 2014 meeting, there were questions on whether the apprenticeship threshold had been lower in the past and this language was removed from the Resolution to allow the Council time to ascertain the correct number. The \$100,000 threshold has now been confirmed as the past practice of the City and accordingly this amended resolution is provided to incorporate and include the apprenticeship language.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Review by: Tracey Covert, City Clerk

Recommended by:



David A. Hales

City Manager

Attachments: Attachment 1. Amended Resolution Ascertainning the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works

Motion: That the Amended Resolution Ascertainning the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works be adopted to include language requiring apprenticeship participation requirements for public contracts in excess of \$100,000.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION NO. 2014 – ____

**AMENDED RESOLUTION OF THE CITY OF BLOOMINGTON, McLEAN COUNTY,
ILLINOIS ASCERTAINING THE PREVAILING RATES OF WAGES FOR
LABORERS, WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, when the City of Bloomington timely adopted its resolution ascertaining the prevailing rates of wages on July 14, 2014, it was adopted without language requiring participation in apprenticeship programs for construction contracts in excess of \$100,000 as there had been debate as to the previous dollar amount threshold for this requirement; and

WHEREAS, City officials and staff have reviewed previous records and the City has historically set the apprenticeship requirement for those construction contracts in excess of \$100,000 and would like to continue said requirement and make such a part of the City’s requirements on the award of construction contracts; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers

and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2014, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT RESOLVED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day. The contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT RESOLVED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT RESOLVED that the City Clerk shall mail a copy of this Resolution to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT RESOLVED that this Resolution shall supersede and take effect over Resolution 2014-29 and shall be considered the City's governing resolution on prevailing wages until further amendment and/or adoption of a new resolution setting for the prevailing wages in July of 2015; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 10th day of November, 2014.

APPROVED this _____ day of November, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk



FOR COUNCIL: November 10, 2014

SUBJECT: Text Amendment to Chapter 29, Section 194B Clarifying When Vehicles May Be Impounded by the Police

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: In June, Chapter 29, Section 194B of the City Code was updated to reference the state statute providing for impoundment of motor vehicles by municipalities. That statute enumerates several offenses for which vehicles may be impounded. The statute also contains a catch-all provision that provides vehicles may be impounded when operated or used “in the commission of, or the attempt to commit, any other misdemeanor or felony offense in violation of the Criminal Code of 1961 or the Criminal Code of 2012, when so provided by local ordinance.” The proposed text amendment adds the catch-all language from the state statute to the City’s impoundment ordinance and thereby clarifies that vehicles may be impounded when used in the commission of, or in the attempt to commit, a felony or misdemeanor in the referenced criminal codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Legal review by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales".

David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: **That the Text Amendment be approved and the Ordinance passed**

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE NO. 2014 -

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 29, SECTION 194B – VEHICLE SEIZURE AND IMPOUNDMENT

SECTION 1. That the Bloomington City Code Chapter 29 Section 194B shall be and is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 194B VEHICLE SEIZURE AND IMPOUNDMENT.

(a) Fee, Seizure and Impoundment. Vehicles used in the offenses listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b) or in any other misdemeanor or felony offense in violation of the Criminal Code of 1961 or the Criminal Code of 2012 are hereby declared contraband and subject to seizure and impoundment. The impoundment of any vehicle used in the commission of any of the foregoing offenses shall subject the owner to an administrative fee of \$400.00 plus costs of towing and storage.

(b) Removal and Seizure. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Section, the police officer may cause the vehicle to be removed and relocated to a secure location. The officer shall inform any person in control of the vehicle of the seizure and the right to a prompt probable cause hearing and an administrative impoundment hearing as provided in this Section.

At the time the vehicle is towed, the officer shall notify or make a reasonable attempt to notify the owner, lessee, or person identifying himself or herself as the owner or lessee of the vehicle, or any person who is found to be in control of the vehicle at the time of the alleged offense, of the fact of the seizure and of the right of the vehicle owner or lessee to an administrative hearing. The police officer shall also provide notice that the motor vehicle will remain impounded pending the completion of an administrative hearing, unless the owner or lessee of the vehicle, or a lienholder, posts with the municipality a bond equal to the administrative fee as provided by this Section and pays for all towing and storage charges.

(c) Notice. The City will provide the registered owner or lessee of the vehicle and any lienholder of record with a notice of hearing. The notice shall:

1. be served upon the owner, lessee, and any lienholder of record either by personal service or by first class mail to the interested party's address as registered with the Secretary of State;
2. be served upon interested parties within 10 days after a vehicle is impounded by the City; and

3. contain the date, time, and location of the administrative hearing. An initial hearing shall be scheduled and convened no later than 45 days after the date of the mailing of the notice of hearing.

(d) Prompt Probable Cause Hearing. At any time prior to an administrative impoundment hearing, at the request of the owner of a vehicle or a person with authority from an owner, the Police Chief or his designee shall hold a prompt probable cause hearing. Said hearing shall occur within 24 hours of the request, excluding Saturdays, Sundays and holidays. At the hearing, any interested person shall be given a reasonable opportunity to be heard and present evidence. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. At the prompt probable cause hearing, the Police Chief or his designee shall determine whether probable cause exists for the seizure and impoundment of the vehicle pursuant to this Section and, if asserted by the owner, whether the vehicle was stolen from the owner. If the Police Chief or his designee determines that probable cause exists for the continued impoundment of the vehicle, the Police Chief or his designee shall order the vehicle held pending an impoundment hearing or payment of the bond and any towing and storage fees due. If the Police chief or his designee determines that probable cause for impoundment does not exist or that the vehicle was stolen from the owner, the Police Chief or his designee shall order the immediate release of the vehicle without payment of any penalties, fees or costs.

(e) Administrative Impoundment Hearing. A hearing officer designated by the City Manager shall hold an administrative impoundment hearing within 45 days of the notice of impoundment hearing sent pursuant to subsection (c) of this Section. A person seeking the hearing may waive the foregoing time restraint. At the impoundment hearing, any interested person shall be given a reasonable opportunity to be heard. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The impoundment hearing shall comply with the requirements set forth in Section 11-208.7 of the Illinois Vehicle Code, 625 ILCS 5/11-208.7. At the impoundment hearing, the hearing officer shall determine by a preponderance of the evidence whether the vehicle was used in violation of a listed offense or whether the vehicle was stolen from the owner. If the hearing officer determines that the vehicle was not utilized in violation of any offense listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b), or that the vehicle was stolen from the owner, the hearing officer shall order the immediate release of the vehicle without payment of any administrative fee and the expeditious return of any bond or fee already paid by the vehicle owner or his agent. Any bond or fee returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue. If the hearing officer determines the vehicle was used in the commission of a listed offense, the hearing officer shall order the vehicle held pending payment of the fee and any towing and storage fees which may be due.

(f) Innocent Defendant. In the event that a person is acquitted of all charges stemming from the incident for which the vehicle was impounded or is not charged within six months for any offense stemming from the incident for which the vehicle was impounded, that person may apply to the Police Chief for a full refund of any bond or administrative fee paid to

release the vehicle. A disposition of court supervision will be considered as a conviction and not an acquittal. Participation in a diversion program or similar program to avoid judicial consequences shall not be considered an acquittal for purposes of this Section. A plea agreement which calls for the dismissal of the charge for which the vehicle was impounded in exchange for a guilty plea to any other charge shall not be considered an acquittal for purposes of this Section. The Police Chief shall refund any bond or administrative fee paid, if an acquittal occurs or if charges are not likely to be brought within 6 months. Any fee or bond returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue.

(g) **Release of Vehicle.** A vehicle seized and impounded under this Section shall be released to the owner or the owner's agent upon payment of the bond or administrative fee and all towing and storage fees accrued. Payment of the bond or administrative fee and towing and storage fees does not waive an owner's right to an impoundment hearing.

(h) **Unclaimed Vehicle.** Any vehicle not claimed by its owner or other interested party within thirty-five days after the impoundment hearing shall be considered abandoned and sold pursuant to State law. An owner or interested party may claim his/her vehicle by paying the administrative fee, towing and storage fees any time prior to sale of the vehicle.

(i) **Nothing in this section shall be construed to prohibit the holding, forfeiture or impoundment of any vehicle pursuant to any other law or statute.**

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall be effective ten (10) days after the date of its publication.

PASSED this 10th day of November, 2014.

APPROVED:

TARI RENNER
Mayor

ATTEST:

TRACEY COVERT
City Clerk



FOR COUNCIL: November 10, 2014

SUBJECT: Petition from Fox Creek Village, LLC Requesting Approval of a Final Plat for Fox Creek Village, 4th Addition, Located South of Fox Creek Road and West of Union Pacific railroad

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The original preliminary plan for the Fox Creek Village Planned Unit Development was passed by council on May 23, 2003. The last approved final plat for this area was passed by council on July 22, 2013. The subject final plat conforms to the amended Preliminary Plan passed by council on September 9, 2013.

Public improvements for this subdivision are ongoing; as a result, a punchlist for this subdivision does not exist at this time.

In accordance with the annexation agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, a revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Fox Creek Village, LLC.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- 1. Petition
- 2. Tap On Fee Memo
- 3. Checklist
- 4. Plat
- 5. Aerial

That the Final Plat be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

State of Illinois)
)ss.
County of McLean)

Now comes **Fox Creek Village, LLC, an Illinois limited liability company** hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- WHEREFORE, your petitioner respectfully prays that said Final Plat for the **Fourth Addition to Fox Creek Village Subdivision** submitted herewith be approved with the exemptions or variations as requested herein.

FOX CREEK VILLAGE, LLC,
By Snyder Properties Trust, Member,

By: _____
Stephen W. Snyder, One of its Trustees

ORDINANCE NO. 2014 -

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FOURTH ADDITION TO FOX CREEK VILLAGE SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Fourth Addition to Fox Creek Village Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

None other than permitted by the Preliminary Plan and/or Annexation Agreement.

and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

1. That the Final Plat of the Fourth Addition to Fox Creek Village Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this ____ day of _____, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

Exhibit A – Legal Description

Tract 1:

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office, a part of Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 95-26592 in said Recorder's Office and a part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southernmost Corner of Lot 58 in the Third Addition to Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2013-21601 in the McLean County Recorder's Office. From said Point of Beginning, thence northwest 135.95 feet along the Southwesterly Line of said Lot 58 and the Southwesterly Line of Winding Way; thence northeast 19.97 feet along the West Line of Winding Way which forms an angle to the right of 270°-00'-00" with the last described course to the Southeast Corner of Lot 55 in said Third Addition; thence northwest 81.55 feet along the South Line of said Lot 55 and the South Line of Lot 54 in said Third Addition which forms an angle to the right of 90°-00'-00" with the last described course; thence west 475.44 feet along the South Line of said Third Addition and the westerly extension thereof which forms an angle to the right of 153°-58'-53" with the last described course; thence south 250.00 feet along a line which forms an angle to the right of 90°-00'-00" with the last described course to the Westerly Extension of the North Line of Outlot 26 in Fox Creek Village Subdivision according to the plat recorded as Document No. 2003-46554 in said Recorder's Office; thence east 623.28 feet along said Westerly Extension and the North Line of said Outlot 26 which forms an angle to the right of 90°-00'-00" with the last described course to the Northeast Corner of said Outlot 26 being on the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the Southeasterly Line of Lot 4 in said Capen's Subdivision; thence northeast 5.50 feet along said Right-of-Way Line which forms an angle to the right of 116°-00'-45" with the last described course; thence northwest 25.00 feet along said Right-of-Way Line which forms an angle to the right of 90°-00'-00" with the last described course; thence northeast 134.35 feet along said Right-of-Way Line which forms an angle to the right of 270°-00'-00" with the last described course to the Point of Beginning.

Tract 2:

A part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and a part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Outlot 26 in Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2003-46554 in the said McLean County Recorder's Office. From said Point of Beginning, thence southwest 183.38 feet along the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the

Southeasterly Line of said Lot 4 to the Southeast Corner thereof; thence west 687.80 feet along the South Line of said Lot 4 which forms an angle to the left of $115^{\circ}-15'-08''$ with the last described course to the Southwest Corner of said Lot 4; thence north 590.34 feet along the West Line of said Lot 4 which forms an angle to the left of $90^{\circ}-45'-37''$ with the last described course to the intersection of said West Line and the Westerly Extension of the North Line of said Outlot 26; thence east 361.31 feet along said Westerly Extension which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course to a corner of said Outlot 26 lying 618.97 feet east of the Northeast Corner thereof; thence south 30.00 feet along a North-South Line of said Outlot 26 which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence west 75.81 feet along an East-West Line of said Outlot 26 which forms an angle to the left of $90^{\circ}-00'-00''$ with the last described course; thence south 404.66 feet along the West Line of said Outlot 26 which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the Southwest Corner of said Outlot 26; thence east 482.66 feet along the South Line of said Outlot 26 which forms an angle to the left of $270^{\circ}-00'-00''$ with the last described course to the Point of Beginning.

Parcel No's. Part of 21-19-176-036
 Part of 21-19-176-037

MEMORANDUM

October 24, 2014
TO: Tracey Covert, City Clerk
FROM: Tony Meizelis, Public Works Department / Engineering Division
RE: Performance Guarantee and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Fox Creek Village Subdivision 4th Addition** to be approved by Council on **November 10, 2014**.

A: Tap-On Fees:

None;

However, the developer is to pay \$4,000 per lot at the time each R-1B zoned lot is sold and \$2,000 per lot at the time each R-2 zoned lot is sold.

B: Performance Guarantee:

None;

Per the annexation agreement, the required revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.

C: Bond for the Improvement of Adjacent Substandard Street

None

SUBDIVISION BOND

BOND AMOUNT: \$150,000

BOND NUMBER: 138084977

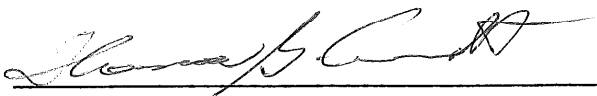
KNOW ALL MEN BY THESE PRESENTS, that we First Co.
as Principal, and Continental Casualty Company
of Chicago, Illinois Corporation, as Surety, are held and firmly bound
unto The City of Bloomington, Illinois
in the penal sum of One Hundred Fifty Thousand and no/100 (\$ 150,000.),
lawful money of the United States of America for the payment of which will and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

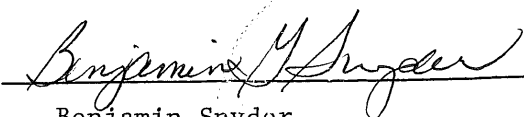
WHEREAS, First Co.
has agreed to construct in Fox Creek Country Club Subdivision Subdivision
in Bloomington, Illinois the following improvements:
Surface and Sidewalks

a copy of said plat of subdivision and plans and specifications for said improvements being
attached hereto and made a part hereof, said construction to be completed with _____
year(s) from date hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
construct, or have constructed, the improvements herein described and shall save the Obligee
harmless from any loss, cost or damage by reason or its failure to complete said work, then
this obligation shall be null and void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 16th day of April 19 96
First Co. Continental Casualty Company

BY: 
Thomas Arndt

BY: 
Benjamin Snyder

Continental Casualty Company



AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Jack O. Snyder, Benjamin Snyder, Kevin J. Brady, Individually

of Bloomington, Illinois

Its true and lawful Attorney-in-fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by writtencertificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile on any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of November, 19 85.

CONTINENTAL CASUALTY COMPANY

State of Illinois)
County of Cook) ss



R. J. Wall Vice President.

On this 12th day of November, 19 85, before me personally came R. J. Wall, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Western Springs, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Leslie A. Smith Notary Public.
My Commission Expires November 12, 1986

CERTIFICATE

I, M. C. Vonnahme, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 16th day of April, 19 90.



M. C. Vonnahme Assistant Secretary.



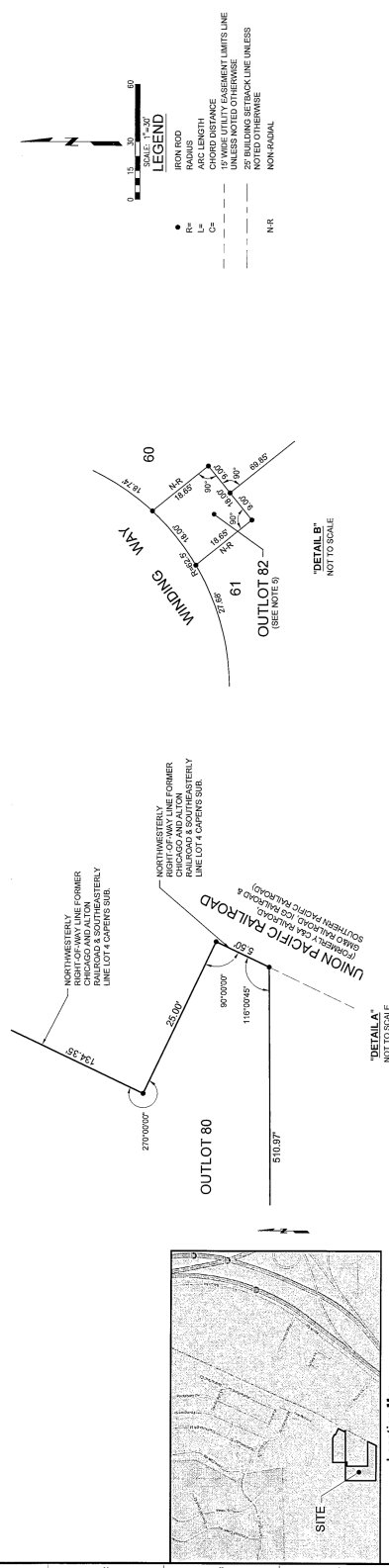
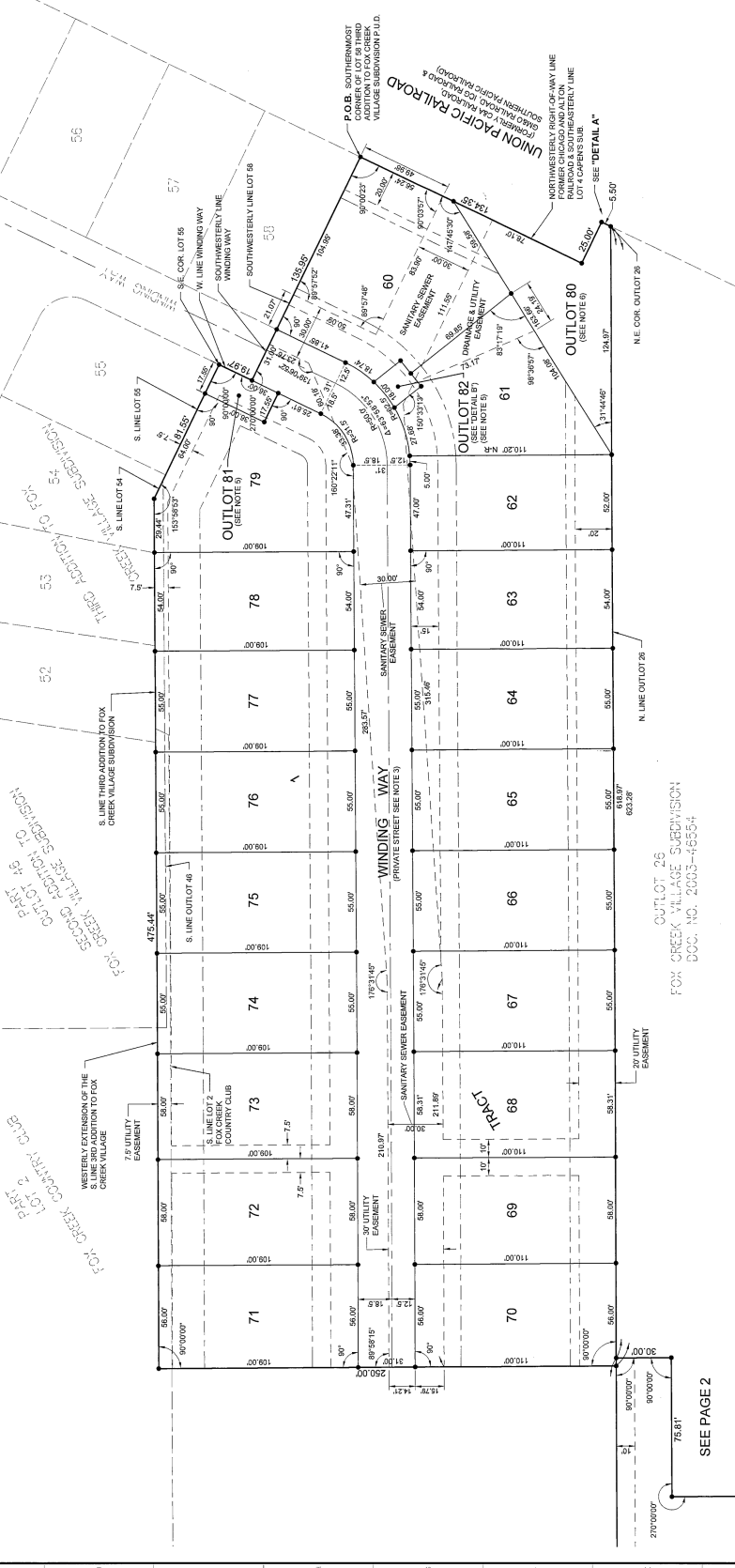
Fourth Addition to Fox Creek Village PUD

Date Prepared: 10/02/2014

Shown on Final Plat:		Initial
Easements shown for all public improvements		TJM?
City Engineer's Signature Block		TJM
Clerk's Signature Block		TJM
Areas or facilities to be dedicated to the public		TJM
Railroad Right of Ways		TJM
Subdivision Boundaries		TJM
References to nearest street lines, Township, Sections lines, or monuments.		TJM
Name of Subdivision		Correction
Legal Description		TJM
Existing Parcel Id Number (PIN)		TJM
Surveyor's statement regarding any Special Flood Hazard Areas.		TJM
Total Acreage		TJM
Street Names		TJM
Proposed Lot numbers (consecutively numbered)		TJM
Front Yard Setbacks		TJM
The following shall be provided:		
School District Certificate		TJM
County Clerk's Certificate		TJM
Owner's Certificate		TJM
Drainage Statement		TJM
Owner's Petition		TJM
Ordinance		TJM
Utility Company Signoffs		N/A
Digital PDF Submittal provided to Public Works		EMAIL
Digital CAD format submittal provided to Public Works		EMAIL
2 Mylar Copies		
12 Paper Copies		
The following requirements shall be met:		
Final plat retains the design characteristics of a valid Preliminary Plan that has not expired		TJM
Retains the design characteristics of approved public improvement engineering plans and specifications.		TJM
Final Plat is signed by IL licensed surveyor		TJM
Plans for all public improvements approved by Public Works		TJM

FOURTH ADDITION TO FOX CREEK VILLAGE SUBDIVISION

PART OF NW 1/4 SEC 19, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS





Farnsworth GROUP
200 W. MAIN ST.
BLOOMINGTON, ILLINOIS 61704
(800) 663-8435 / info@fng.com

www.fng.com
Engineers | Architects | Surveyors | Scientists
SHE: # Date: Description:

PROJECT:
PLANNED UNIT
DEVELOPMENT

**FOURTH ADDITION TO
FOX CREEK VILLAGE
SUBDIVISION**

BLOOMINGTON, ILLINOIS

Date:	10-16-14
Design/Drawn:	SJB
Reviewed:	
Book No.:	Field:
Project No.:	012485.00

FINAL PLAT

SHEET TITLE

SHEET NUMBER
1
OF 2

File No.: 24-8795

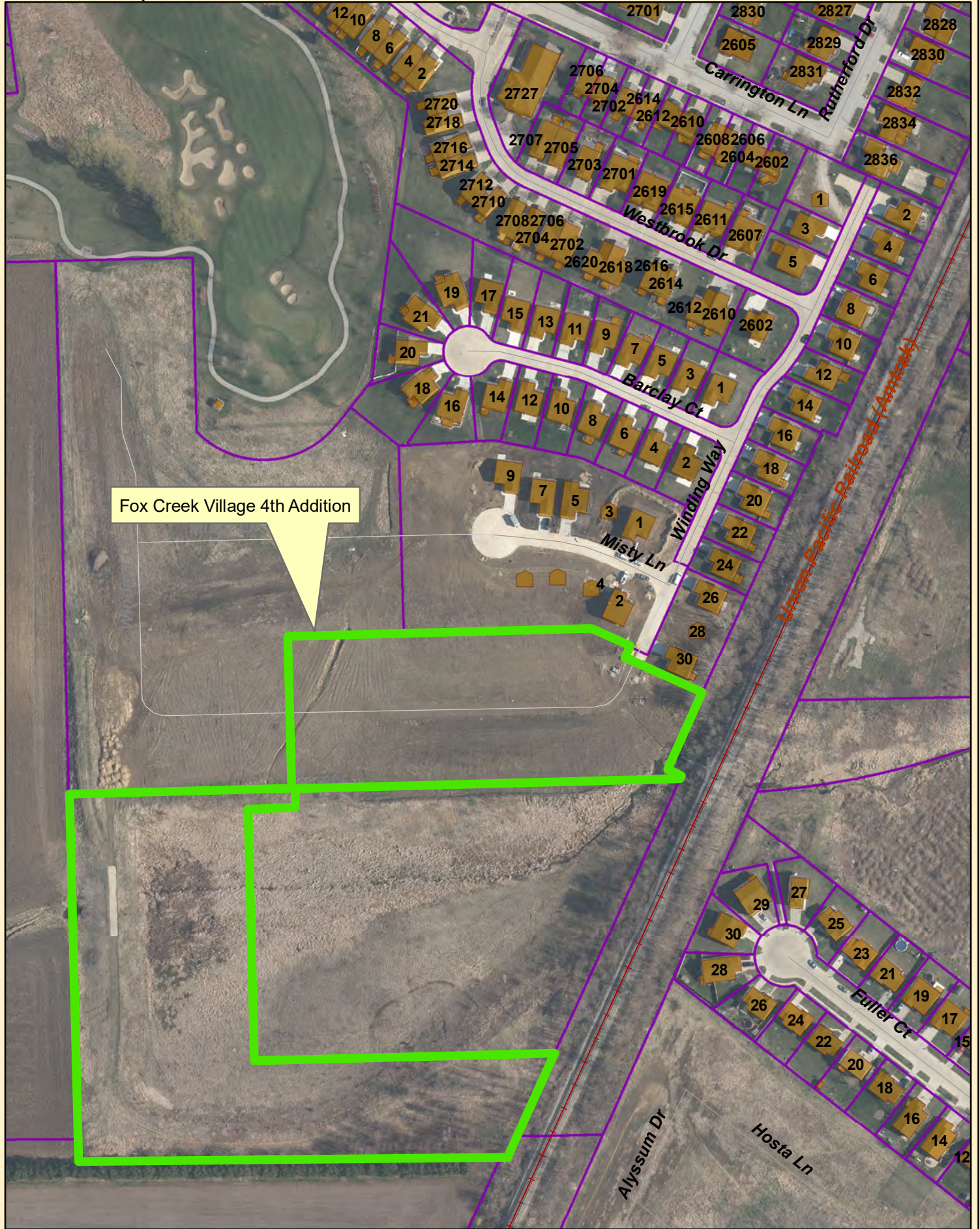
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3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857,

Fourth Addition to Fox Creek Village PUD



0 100 200 Feet

DATE 10/24/2014





FOR COUNCIL: November 10, 2014

SUBJECT: 2015 Employee Benefit Renewal Summary

RECOMMENDATION/MOTION: Informational. Provider contracts are under legal review and will be provided for Council approval.

STRATEGIC PLAN SIGNIFICANCE: Goal 1. Financially sound City providing quality basic services.

BACKGROUND: In August of this year, the Council approved a contract with Arthur J. Gallagher & Co. (AJG) to act as consultant and insurance broker for employee benefits. Since then, AJG has been meeting regularly with staff and has proceeded to act on the City's behalf in negotiating 2015 insurance rates with the City's employee benefit providers for health, dental, life insurance. AJG also shopped the market through an RFP for stop loss coverage for the City's self-insured health plan (Preferred Provider Organization or PPO plan) medical claims and undertook an analysis to determine whether the City should purchase stop loss coverage for the PPO prescription drug plan.

AJG has provided the attached summaries on their stop loss market analysis and 2015 renewal activities. The overall renewal results are positive and the graph provided by AJG provides comparative information on health care pricing and increases. Table 1 below provides a summary of the increases for each plan. Table 2 shows the total increase in calendar 2015 over 2014 to an employee electing health, dental and vision coverage. Full-time City employees have a choice in health plans between the self-insured PPO plan administered by Blue Cross and the fully-insured Health Alliance HMO plan. Sworn police also have access to a union plan which is under their control. All full-time employees also have the option of electing dental and vision coverage. The City covers the cost basic life insurance coverage for all full-time employees.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The citizens and employees of the City.

FINANCIAL IMPACT:

Table 1: Summary of Increases for Plans

	Total 2014 Monthly Premium	Total 2015 Monthly Premium	Monthly Increase for Employee
PPO Health Plan*			
Single	\$566	\$609.69	\$10.92
Employee + One	\$1,148	\$1,294.16	\$20.79
Family	\$1,923	\$2,066.44	\$35.86
Health Alliance HMO			
Single	\$661	\$736	\$18.62
Employee + One	\$1,069	\$1,447	\$36.63
Family	\$1,798	\$2,001	\$50.66
	Total 2014 Monthly Premium	Total 2015 Monthly Premium	Monthly Increase for Employee
Dental			
Single	\$30.08	\$30.30	\$0.11
Employee + One	\$60.55	\$61.00	\$0.23
Family	\$91.67	\$92.36	\$0.34
Vision**			
Single	\$8.21	\$8.21	\$0
Employee + One	\$13.06	\$13.06	\$0
Family	\$17.89	\$17.89	\$0
Group Life/AD&D			

Table 2: Employees' total monthly increase in calendar 2015 over 2014.

	PPO	HMO
Single Health, Dental, Vision	\$11.03	\$18.73
Family Health, Dental, Vision	\$36.21	\$51.00

*PPO Health plan increase includes expected increase to both medical and pharmacy plan costs. The medical claims are administered by Blue Cross/Blue Shield and the pharmacy by Catamaran under separate contracts.

**Vision coverage is under contract to VSP and renews in 2017.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, MBA, PHR, Comp& Benefit Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a prominent loop at the end.

David A. Hales
City Manager

Attachments: Attachment 1. 2015 Renewal Summary
Attachment 2. Medical Benchmarking

City of Bloomington 2015 Renewal Summary

Medical

Preferred Provider Organization health insurance (PPO) renewal: The PPO fee renewal with Blue Cross Blue Shield (BCBS) was successfully negotiated down to a 4.76% overall increase. The original renewal proposed by BCBS by BCBS included a 43% increase to the Access Fee and 13.3% increase to the stop loss premium. Gallagher was able to negotiate a renewal increase of only 4% to the access fee and 7.6% to the stop loss premium. Below is a summary of the 2015 fees and increases:

	<u>2014</u>	<u>2015</u>	<u>Increase</u>
○ Access Fee	1.75%	1.82%	4.0%
○ Administration Fee	\$47.43	\$48.24	1.7%
○ ISL (Individual Stop Loss; \$155,000)	\$51.04	\$54.92	7.6%
○ Total fixed cost	\$98.47	\$103.16	4.76%

As previously indicated, the overall premium equivalent rates for the PPO are projected at a 3.9% increase with the projected cost increase of \$171,460 in 2015. The increase is below the marketplace average increase of 7.5% we see across the marketplace.

- Health maintenance organization (HMO) health plan renewal: The fully insured HMO renewal with Health Alliance was negotiated at an 11.27% increase for 2015. The City currently has 4 large claimants and has run loss ratios in excess of 100% for the last two years at 143% and 110% respectively. Given this experience, Gallagher recommends moving forward with the Health Alliance HMO renewal and remaining under the fully insured contract as quoted.

Dental

The dental plan administrative fee with BCBS has been negotiated to a 0% increase. BCBS has agreed to continue administration of the dental plan at the current \$4.05 rate. As the claims experience ran favorable this year, we are projecting only a 0.7% increase or \$3,755 in the overall equivalent premium rates for dental. This is well below the marketplace average of +6% in dental costs.

Life

The life coverage with MetLife is in a rate guarantee period and will remain at the current rates. There is no change in costs with the Life insurance coverage. The current life rate is \$0.157. The current AD&D rate is \$0.027.

Prescription Drug

The Catamaran Pharmacy Benefit Manager (PBM) renewal in the Employers Health Purchasing Coalition was received with a projected savings in the new contract of - 6.5%. The greater discounts and rebates in the new contract are driving the savings. This additional savings is offsetting the majority of the Rx trend and will allow the City to maintain close to current levels of spend on the Rx claims.



Stop Loss marketing

The large claim activity for the City this past year was more than twice the premium paid to Blue Cross Blue Shield (BCBS) for stop loss coverage. The total reimbursement for claimants over the \$155,000 Individual Stop Loss level (ISL) year to date is \$430,144 with premium paid of \$200,281. The City's large claim experience continues to run above expected levels with 3 claimants through 9 months compared to an average expectation of 2.2 claimants per year. The prior year yielded higher claim levels and an even greater loss ratio. The analysis of the prescription drug claims yielded only an additional 5.1% with no additional claimants for a total of \$22,000. Covering the prescription drugs under the stop loss would add \$200,000 in additional premium costs.

The original BCBS renewal proposed was 13.3% increase to the stop loss premium. Gallagher was able to negotiate a renewal increase of only 7.6% to the stop loss premium. At the claim levels outlined above, we would expect the renewal rates to double to cover this risk. The renewal rates with BCBS have come in extremely competitive and put the City's plan in a favorable position. Remaining with BCBS for the stop loss without the prescriptions covered will save approximately \$200,000. The marketplace would not respond with an aggregate stop loss quote with less than 125% corridor and therefore, given the City's past experience and the small risk this represents, Gallagher does not recommend adding aggregate stop loss coverage at this time. For a detailed analysis of the marketplace, please see the attached Stop Loss Marketing Analysis.

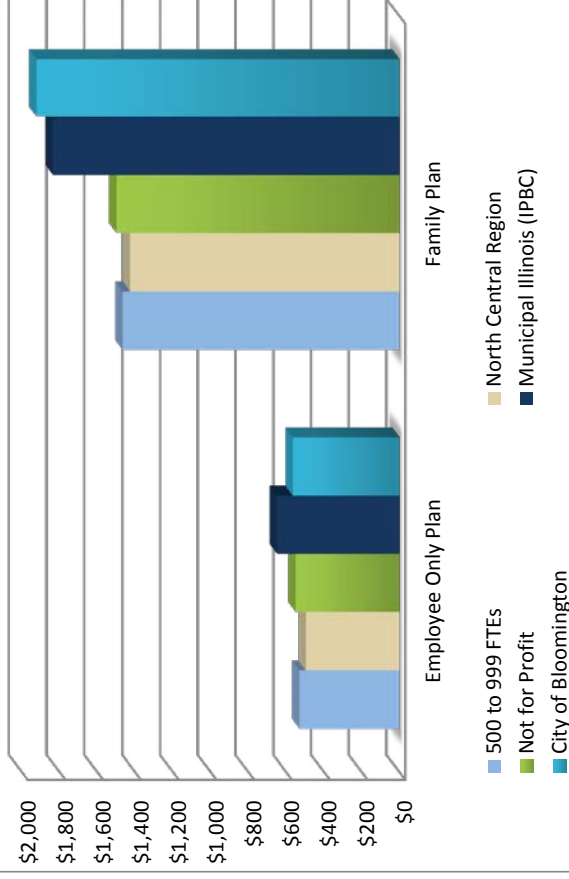
City of Bloomington

Medical Benchmarking

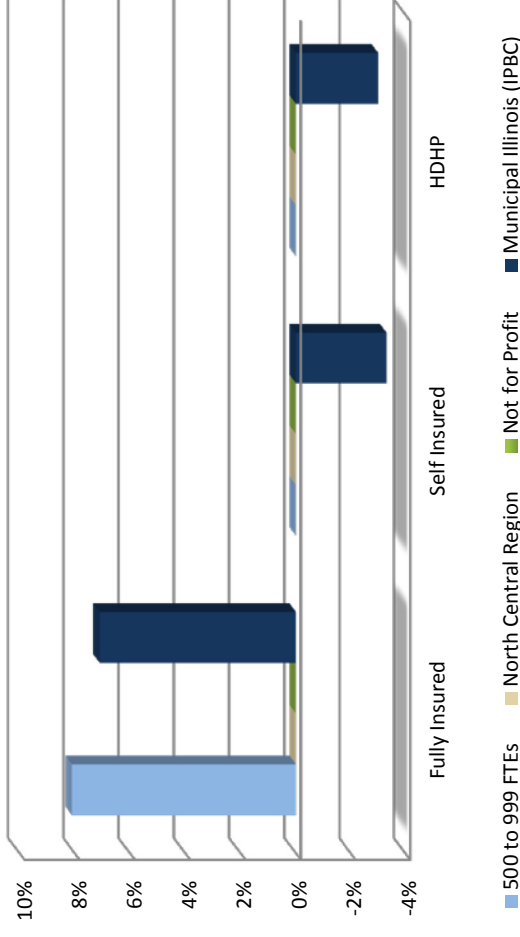
COBRA Rates and Funding (Medians)

Category	Monthly rate		Plan Increase		
	Employee Only Plan	Family Plan	Fully Insured	Self Insured	HDHP
500 to 999 FTEs	\$530	\$1,468	8.1%	N/A	N/A
North Central Region	\$498	\$1,427	N/A	N/A	N/A
Not for Profit	\$551	\$1,500	N/A	N/A	N/A
All Employers	\$471	\$1,365	9.5%	7.5%	7.5%
Municipal Illinois (IPBC)	\$650	\$1,836	7.1%	-3.3%	-3.0%
City of Bloomington	\$566	\$1,923			

Monthly Rate



Plan Increase





FOR COUNCIL: November 10, 2014

SUBJECT: Purchase of Lots 47 and 48 of Empire Business Park Preliminary Plat utilizing a \$750,000 state legislative grant from Senator Bill Brady and to enter into an Agreements with Central Catholic High School for the use of said land as a practice field

RECOMMENDATION/MOTION: That the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, and the Resolution adopted.

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: Sen. Brady has offered a \$750,000 state legislative grant to allow the City to purchase property next to McGraw Park, in the Empire Business Park, that Central Catholic High School is interested in for a practice football field. There are several moving parts to this transaction, which include a purchase agreement with the seller of the property, an Intergovernmental Agreement with Central Catholic High School and a grant agreement with the Department of Commerce and Economic Opportunity.

A draft Purchase Agreement has been created, which lists the purchase price as \$750,000. An appraisal of the property was completed which valued the property at \$766,000.

Proposed in this purchase agreement, Seller pays 3% but the Buyer's 3% is waived. The Seller and Buyer split the remaining closing costs. Also, the Seller/Developer is required to complete road improvements, which include Halls Ferry Road connection to the south at the intersection with Cornelius Drive and the extension of Cornelius Drive east through the intersection with Halls Ferry within 18 months.

A draft IGA with CCHS is also proposed. In this agreement, the high school will enter into a 15 year agreement, with three 5-year increments. They will have the ability to withdraw from the agreement, with a 90 day notice, after each 5 year increment. However, they are willing to continue to pay the \$1,700 per year for the remaining term of the agreement, if they opt out.

The school will take on the primary responsibilities for creating the practice field and maintaining, mowing and cleaning it at their own cost on a regular basis. The school will pay the city \$1,700 annually in rent for use of the field after it's created. This annual amount will increase, at a rate of the cost of living in the 6th and 11th years. The school expects work to begin immediately to create the practice field in time for the start of the 2015 practice season. And, finally, they will provide liability insurance coverage and list the City as an additional insured.

The City will take responsibility for annual turf management at a cost of \$2,500 per year. The City will also be allowed to open up the field for third party use with proper notice.

The \$750,000 allocated by Sen. Brady will be distributed through the Department of Commerce and Economic Opportunity. Interim Parks Director Bobbie Herakovich contacted DCEO and has completed a grant survey. This survey provides information for a forthcoming legal contract for the grant award which we will schedule for Council consideration. We have received official notification from DCEO that the \$750,000 legislative grant is allocated in the State's bond fund.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Central Catholic High School.

FINANCIAL IMPACT: It is estimated that there will be approximately \$433 for title charges (buyer) and recording fees. These fees will be paid from the Economic Development – Other Professional & Technical Services account (10019170-70220). The City will provide annual turf management that is estimated to be approximately \$2,500 per year and will not start until FY 2016. This expense will be proposed in the Parks Maintenance – Other Repair & Maintenance account (10014110-70590). The Stakeholder may locate the closing costs in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 386.

Respectfully submitted for Council consideration.

Prepared by: Sue McLaughlin, ICMA-CM
Interim Assistant City Manager

Reviewed by:

Financial & Budgetary review by: Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: 1. Draft Purchase Agreement
 2. Central Catholic Agreement
 3. Plat

Motion: That the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

RESOLUTION 2014 - ____

**A RESOLUTION AUTHORIZING THE PURCHASE OF LOCTS 47 & 48 IN THE
EMPIRE BUSINESS PARK AND A COOPERATION AGREEMENT CENTRAL
CATHOLIC HIGH SCHOOL**

WHEREAS, Illinois State Senator Bill Brady has offered a legislative grant to the City, in the amount of \$750,000, for the limited purpose of purchasing property next to McGraw Park; and

WHEREAS, the City can utilize the property as park property and Central Catholic High School, due to its interest in using part of the property as a football practice field, has agreed to help develop a portion of the property so that it can be utilized for park purposes; and

WHEREAS, by utilization of the legislative grant and negotiations by the City, the City is able to purchase the property under its appraised value and by paying only nominal closing costs; and

WHEREAS, by utilization of the cooperation agreement with Central Catholic High School, the City will receive no-cost upgrades to the property as well as compensation for their use of the property as a practice football field; and

WHEREAS, the City Council has determined that approving the property purchase agreement and cooperation agreement are in the best interests of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS:

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.
2. That the Agreement to Purchase Lots 47 and 48 in the Empire Business Park, as well as the Cooperation Agreement Between the City of Bloomington and Central Catholic High School, are hereby approved and the City Manager and City Clerk are authorized to execute said documents, as well as any ancillary documents, necessary to effectuate the property transactions.
3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 10th day of November, 2014.

APPROVED this ____ day of November, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND CENTRAL CATHOLIC HIGH SCHOOL

THIS AGREEMENT, made this _____ day of _____ 2014, by and between the CITY OF BLOOMINGTON, a municipal corporation organized under the laws of the State of Illinois (hereinafter referred to as “City”) and CENTRAL CATHOLIC HIGH SCHOOL (hereinafter referred to as “Central Catholic”). Central Catholic and City shall jointly be referred to as “Parties.”

WHEREAS, Central Catholic currently utilizes land owned and operated by the Central Illinois Regional Airport for the school’s practice football program; and

WHEREAS, the space that is currently used lies within the Federal Aviation Administration’s restricted flight path zone; and

WHEREAS, Central Catholic has been given notice that it has until the end of 2015 to identify an alternative location for practice football activities; and

WHEREAS, the State of Illinois has graciously allocated seven hundred and fifty thousand dollars (\$750,000.00) of funding in hopes that a regional solution can be achieved; and

WHEREAS, staff from Central Catholic and the City have discussed various options through which the community can benefit; and

WHEREAS, given its close proximity to school grounds, Central Catholic has asked the City to accept funding from the State of Illinois for the purpose of acquiring land adjacent to McGraw Park, a park owned and maintained by the City; and

WHEREAS, the land purchased by the City would be permitted through the Parks and Recreation Department to Central Catholic for purposes of maintaining and utilizing a practice football field; and

WHEREAS, the constituencies of both Parties will effectively be served by this arrangement.

NOW, THEREFORE, for and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the Parties agree as follows:

1. **Permit Granted.** The City hereby agrees to grant to Central Catholic priority use and Central Catholic accepts the practice football field premises as depicted on the attached Exhibit A – Lot 47 (2.2 acres) and Lot 48 (1.7 acres) (hereinafter referred to as “Property”).

2. **Term.** The term of this Agreement shall be for three (3) five-year increments (a total of fifteen (15) years) from the effective date herein provided. Either party shall have the right to terminate this Agreement at any time after the first 5-year increment, and each 5-year increment thereafter, by providing proper written notice of termination not less than ninety (90)

days prior to the date of termination of such term as outlined under paragraph 13 of this Agreement.

3. **Permit Fee.** For its use of the Property, Central Catholic shall pay to the City the sum of one-thousand seven hundred dollars (\$1,700.00) per year for the first five (5) years with a cost of living increase assessed the 6th and 11th years. Central Catholic shall pay this amount within thirty (30) days after the start of its fiscal year.

4. **Construction.** Central Catholic shall invest a minimum of twenty thousand dollars (\$20,000.00) to perform, as may be necessary, work to convert the Property from its current condition to a practice football field. Upon receipt of initial plans and specifications for the project, including any drafts of such plans and specifications, Central Catholic shall promptly deliver such documents to the City for its review. If the City believes that the plans and specifications are not consistent with the scope of the project and/or this Agreement, the City shall provide written notice to Central Catholic of that concern within seven (7) days after the City's receipt of the plans and specifications. Promptly after Central Catholic's receipt of the City's written notice, representatives of both Parties shall meet and confer to address and resolve the concern set forth in the City's written notice. If the City and Central Catholic are unable to resolve the concern set forth in the City's written notice, the City shall notify Central Catholic in writing, within fourteen (14) days of its decision to terminate this Agreement.

5. **Operational Costs.** Central Catholic shall be solely responsible for the operational costs of the Property during the entire term of their permitted use. Such costs shall include, but not be limited to, all maintenance.

6. **Use.** Central Catholic shall have priority of use and possession of the Property from the effective date through the term of this Agreement, except as otherwise provided herein. The City may allow third party use of the Property for park-related activities at such time and on such conditions as it may permit, including, but not limited to, the City's affiliates.

7. **Supervision.** Neither party shall have any responsibility whatsoever for supervising the other party's programs, use of the Property, or employees, volunteers, participants and/or agents. Each party shall be solely responsible, at its own expense, for providing adequate adult supervision at all times in connection with its use of the Property. Neither party shall be responsible in any way for employment of personnel to implement or supervise the other party's programs on the Property. Each party acknowledges and assumes complete responsibility for its staff or volunteers used to properly and adequately supervise its activities hereunder. Daily maintenance of the Property is the responsibility of the agency utilizing the field. Annual turf management shall be the responsibility of the City. Repair of vandalism shall be corrected within 24 hours and shall be the responsibility of the permitted group.

8. **Insurance.** City and Central Catholic, at their sole expense, shall maintain comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies as are

reasonably acceptable to the City and Central Catholic, but, in any event, no less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) aggregate. An insurance certificate naming the City of Bloomington as an additional insured shall be annually submitted to the City.

9. Indemnification. To the extent legally possible, the City shall indemnify and hold Central Catholic, its officers, agents, employees, and volunteers harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by Central Catholic and its employees, agents, officers, volunteers and contractors in connection with this Agreement. To the extent legally possible, Central Catholic shall indemnify and hold the City, its officers, agents, employees, and volunteers harmless from and against any and all claims, actions, liabilities, costs, including costs of defense, arising out of or in any way related to any act or failure to act by the City and its employees, agents, officers, volunteers and contractors in connection with this Agreement.

10. Entire Agreement. This Agreement incorporates the full and complete understanding of the Parties to the exclusion of any terms or provisions not expressly set forth herein.

11. Amendments. This Agreement may be amended from time to time upon the mutual written agreement of the Parties hereto. Any such amendment shall be in writing.

12. Waivers. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or different provisions of this Agreement.

13. Notices. Notices or other writings which either party is required to or may wish to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to City:
City of Bloomington
Attn: Director of Parks and Recreation
109 E. Olive Street
Bloomington, Illinois 61801

If to Central Catholic:
Central Catholic High School
Attn: Sean Foster, Principal
1201 Airport Road
Bloomington, Illinois 61704

14. **Severability.** If any provision of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

15. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON, ILLINOIS

CENTRAL CATHOLIC HIGH SCHOOL

By: _____
Tari Renner, Mayor

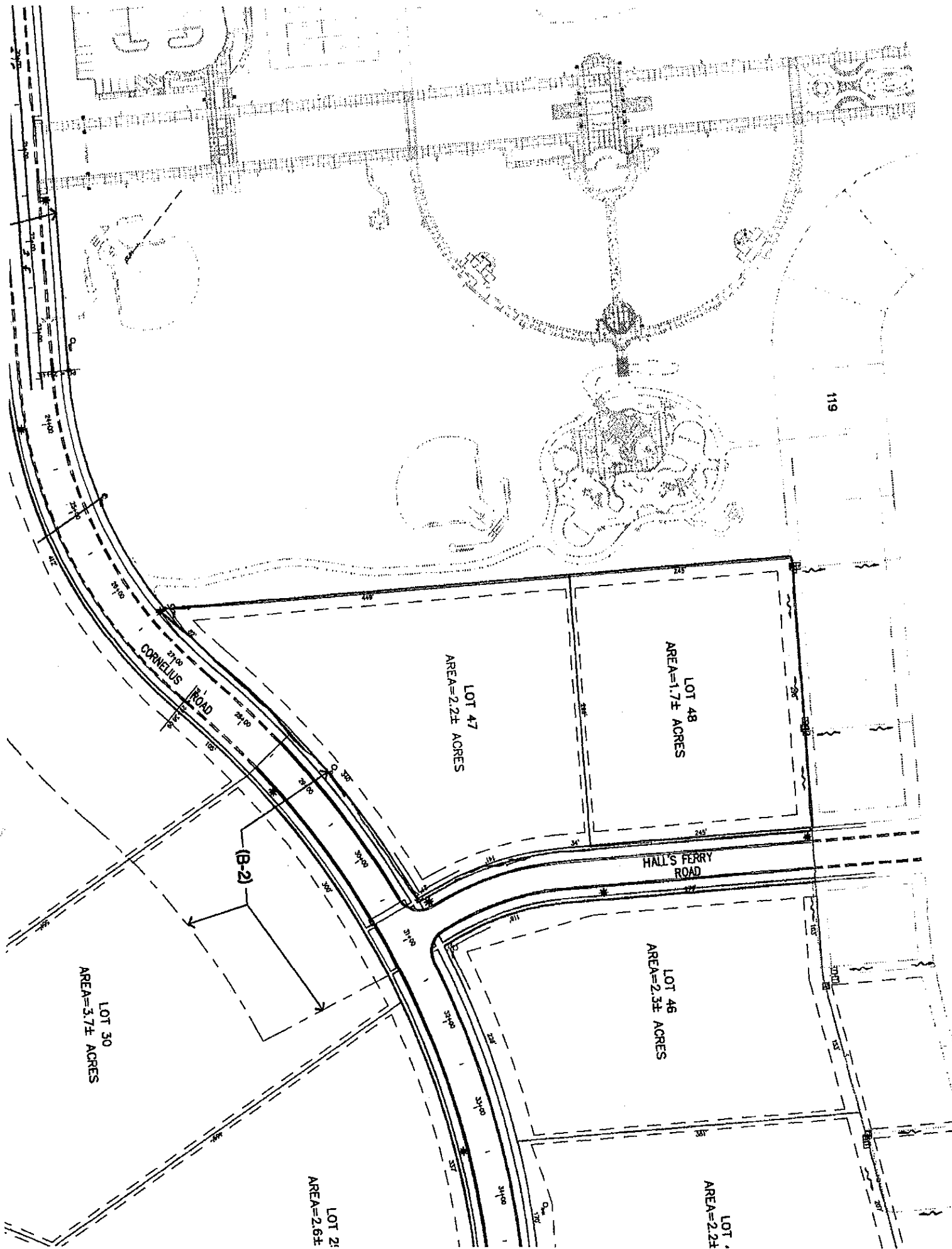
By: _____
Sean Foster, Principal

Attest: _____
Tracey Covert, City Clerk

Attest: _____

Date: _____

Date: _____



LOT 30
AREA=3.7± ACRES

LOT 47
AREA=2.2± ACRES

LOT 48
AREA=1.7± ACRES

LOT 46
AREA=2.3± ACRES

LOT 21
AREA=2.2±

CORNELIUS ROAD

HALL'S FERRY ROAD

(B-2)

119



FOR COUNCIL: November 10, 2014

SUBJECT: Text Amendment to Chapter 1. Adoption of Administrative Adjudication System

RECOMMENDATION/MOTION: Recommend that the Text Amendment to Chapter 1 of the Bloomington City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 1. Financially sound city providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner.

BACKGROUND: For several months, City staff, including several City departments, have been working on the establishment of an administrative adjudication system to adjudicate City ordinance violations, (OV). To establish an administrative court, the City need only pass an ordinance creating a hearing unit. A hearing officer will also need to be appointed who must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Upon approval of the ordinance establishing the administrative adjudication system, staff will issue a Request for Qualifications (RFQ) to obtain the necessary hearing officers. Under administrative adjudication, fines cannot exceed \$50,000 and the hearing officer's decision can be enforced, after the appeal period, in the same manner as a court judgment. To ensure due process, decisions of the hearing officer are appealable under the Administrative Review Law.

As an overview of the process, complaints will be brought before the hearing officer by the filing of a written pleading by an authorized City official. Service of the pleading/complaint can simply be mailed to the defendant. A hearing will then be held, (at least fifteen/15 days after service), at the City Hall promptly after the pleading is filed and served.

Some of the benefits of administrative adjudication include: 1.) that the City will keep 100% of any fines and costs assessed as opposed to the portion of costs assessed by the county when the circuit court is utilized to handle complaints; 2.) convenience to residents and staff (e.g. establish hearing times that work for the City and hold the hearings at City Hall); 3.) a hearing officer is appointed to specifically concentrate on and enforce local City issues; 4.) the formal rules of evidence do not apply; and 5.) certain procedures allow some decisions/fines to be collected as a special assessment.

In 2013, the City filed approximately 1,200 code violations in circuit court. The vast majority of these are behavioral violations, with typically ten (10) or fewer property/building code violations being filed each month. This last October, the City filed 151 complaints in circuit court. Note that number of complaints filed does not represent the number of citations actually issued. If a citation is paid and/or timely resolved, no complaint is filed on the matter.

Under the current system, if a defendant is found guilty of a violation and issued a fine of \$100, the circuit court also assesses “court costs” in the amount of \$127. The City also collects attorney fees in the amount of \$25. Accordingly, a \$100 fine quickly turns into an actual financial obligation of \$252 on the part of the violator. A fine of \$200 has court costs of approximately \$147 and those with multiple violations are charged higher court costs. The ordinance proposed by staff includes a hearing cost charge of \$100, which should equate to a savings of approximately \$52 for offenders while still allowing the City to recoup its costs.

Under the administrative adjudication ordinance being proposed to the Council, the administrative court will have jurisdiction over all OV, including property, building code and behavioral violations.

Staff believes that establishment of a City administrative court will create an easier process for prosecuting code violations and thus bring about more accountability and increased code enforcement.

Upon adoption, the goal would be to have the administrative court established and operating by January 2015. This will allow time to obtain the necessary hearing officers, order the necessary forms and get the Code Hearing Department operational. Staff anticipates the minimal costs associated with the establishment of the Code Hearing Department, including any necessary security at City Hall during hearings, will be more than offset by the assessment of the hearing costs, increased prosecutions, enforcement actions and collections.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable.

FINANCIAL IMPACT: This is a new program for the City and all financial impact is based on the data available and best estimates at this time. The financial impact of the program will be reevaluated after a few months and adjustments will be made if necessary.

The program will be managed by Legal and all accounts will be setup in their department. Legal will go out for an RFQ to hire two (2) contractual hearing officers at an estimated cost of \$145 per hour. There will be the potential for four (4) hours of hearings each Wednesday. The defendant will be charged \$100 per violation. Based on current historical data, there are 100 cases found in favor of the City. All non-compliant defendants who do not pay, will be turned over to a collection agency who will keep 30% of the fines. Bad debt is estimated at 10%.

If the program is approved, a budget amendment will be brought back to Council to adjust the current year budget for estimates of both revenues and expenditures.

Program Estimated Monthly Financial Impact

Revenue

Court fee per violation	\$100
Court cases per month	100
Court fee revenue/month (based on wins)	\$10,000
Less 10% Bad Debt (10 cases/month – collection fee of 30% of court fee/violation)	\$(300)
Total Revenue	\$9,700

Expenses

Hearing Officers 16 hours/month @\$145/hour	\$2,320
Forms and other administrative fees	\$250
Total Expenses	\$2,570

Net Revenue \$7,130

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: (name, title)

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Ordinance

Motion: That the Text Amendment to Chapter 1 of the Bloomington City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

ORDINANCE 2014 - _____

**AN ORDINANCE AMENDING CHAPTER 1 OF THE BLOOMINGTON CITY CODE
RELATING TO ORDINANCE ENFORCEMENT THROUGH ADMINISTRATIVE
ADJUDICATION**

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That Chapter 1 of the Bloomington City Code, 1960, as amended, be further amended by adding Section 9.1 as follows:

Chapter 1: Section 9.1: Administrative Adjudication.

(a) Definitions.

For the purposes of this Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

- (1) Alleged violator. Person charged with violating any ordinance or law in the City of Bloomington.
- (2) Building code. Any City ordinance or law that establishes construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to structures in the City.
- (3) Code violation. Non-compliance with any building code or non-building code ordinance or law adopted by the City.
- (4) Hearing Officer. A licensed attorney in the State of Illinois who is appointed by the City Manager and who meets the requirements of Section 9.1(d), whose duty it is to:
 - a. Preside at an administrative hearing called to determine whether or not a Code violation exists;
 - b. Hear testimony and accept evidence from the inspector, the building or property owner and all interested parties relevant to the existence of a Code violation;
 - c. Take judicial notice of all public records of McLean County, Illinois;
 - d. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing; and
 - e. Issue and sign a written finding, decision and order stating whether a Code violation exists.

- (5) Inspector. A City employee whose duties include the inspection and examination of structures or property in the City to determine if zoning or other Code violations exist.
- (6) Non-building code. Any City ordinance or law, except for a building code ordinance or law, which prohibit certain actions or behaviors that are contrary to the public's health, safety and welfare.
- (7) Officer. A full or part-time Bloomington Police Department Officer or Security Officer.

(b) Code Hearing Division.

- (1) There is hereby established a Code Hearing Division, the function of which is to expedite the prosecution and correction of Code violations in the manner set out in this Section. The hearing officer and such other agents or employees assigned to assist the hearing officer by the City Manager shall constitute the Code Hearing Division.
- (2) The adoption of this Section does not preclude the City from using other lawful methods to enforce the provisions of this Code.

(c) Powers of the Hearing Officer.

The Hearing Officer shall have the following powers:

- (1) Preside at an administrative hearing called to determine whether or not a Code violation exists;
- (2) Hear testimony and accept evidence that is relevant to the existence of a Code violation;
- (3) Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
- (4) Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
- (5) Issue a written determination based on the evidence presented at the hearing, stating whether a Code violation exists. The determination shall be in writing and shall include a written finding of fact, decision and order including the fine, penalty, or action with which the defendant must comply; and
- (6) Impose penalties consistent with applicable Code provisions and assess costs upon finding a party liable for the charged violation. The maximum monetary fine under this Section shall not exceed \$50,000.00. The fine shall be exclusive of costs of enforcement or costs imposed to secure compliance with the City's ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the municipality.

(d) Requirements of the Hearing Officer.

Prior to conducting a hearing as provided under this Section, the Hearing Officer shall have successfully completed a formal training program which includes the following:

- (1) Instruction on the rule of procedure of the administrative hearings which he or she will conduct;
- (2) Orientation to each subject area of the Code violations that they will adjudicate;
- (3) Observation of administrative hearings;
- (4) Participation in hypothetical cases, including ruling on evidence and issuing final orders;

The Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three years. The Corporation Counsel and City Manager shall certify that all requirements provided under this subsection (d) have been met.

(e) Code Hearing Procedure.

- (1) When an inspector or officer finds a code violation, he shall note the violation on a violation notice and report form, indicating the name and address of the property owner of alleged violator, the type and nature of the violation, the date and time the violation was observed, the names of witnesses to the violation, and the address of the property or location where the violation was observed.
- (2) The violation report form shall be forwarded by the inspector or officer to the Code Hearing Division where a docket number shall be affixed to the form and a hearing date noted in the blank spaces provided for that purpose on the form. For any Code violation, the hearing date shall not be less than 14 days after a Code violation is reported by the inspector or officer. Hearings shall be scheduled with reasonable promptness, provided that an alleged violator shall have at least 15 days after service of process to prepare for a hearing. If service is provided by mail, the 15-day period shall begin to run on the day that the notice is deposited in the mail.
- (3) One copy of the violation report form shall be maintained in the files of the Code Hearing Division and shall be part of the record of hearing; one copy of the report form shall be returned to the inspector or officer; and one copy of the report form shall be served by personal service or first class mail on the alleged violator or the owner of the property, in the case of a code violation, along with a summons commanding the owner to appear at the hearing. For Code violations, if the name of the owner of the property cannot be ascertained or if service on the owner cannot be made by mail, service may be made on the owner by posting or nailing a copy of the violation report form on the front door of the property where the violation was found, not less than 14 days before the hearing date.

- (4) Parties shall be served with process in a manner reasonably calculated to give them actual notice, including, as appropriate, personal service of process upon a party or its employees or agents; service by mail at a party's address; or notice that is posted upon the property where a Code violation is found when the party is the owner or manager of the property.
- (5) Parties shall be given notice of the hearing which includes the type and nature of the Code violation to be adjudicated, the date and location of the hearing, the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- (6) Parties shall be provided with an opportunity for a hearing during which they may be represented by counsel, present witnesses, and cross examine opposing witnesses. Parties may request the Hearing Officer to issue subpoenas to direct the attendance and testimony of relevant witnesses and the production of relevant documents.

(f) Subpoenas.

At any time prior to the hearing date, the Hearing Officer assigned to hear the case may, at the request of the inspector, the officer, attorney for the City, or the alleged violator or his attorney, issue subpoenas directing witnesses to appear and give testimony at the hearing.

(g) Default.

- (1) If on the date set for hearing the alleged violator or his attorney fails to appear, the Hearing Officer may find the alleged violator in default and shall proceed with the hearing and accept evidence relevant to the existence of a Code violation.
- (2) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a violation notice or a copy thereof, issued and signed in accordance with subsection (e) shall be prima facie evidence of the correctness of the facts specified therein.

(h) Representation at Code Hearings and Continuances.

- (1) The case for the City may be presented by an attorney designated by the City Manager. However, in no event shall the case for the City be presented by an employee of the Code Hearing Division. The case for a dwelling owner involving a Code violation may be presented by the owner, his attorney, or any other agent or representative as allowed by law. The case for an alleged violator involving a Code violation may be presented by the alleged violator or his attorney.
- (2) For Code violations, continuances shall only be authorized by the Hearing Officer and/or by agreement with City Legal. Lack of preparation shall not be grounds for a continuance in proceedings under this Section except in cases where good cause is shown at the hearing.

(i) Evidence at Hearing.

- (1) At the hearing, a Hearing Officer shall preside and shall hear testimony and accept any evidence relevant to the existence or nonexistence of a Code violation. The strict rules of evidence applicable to judicial proceedings shall not apply to hearings authorized by this Section. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (2) All testimony shall be given under oath or affirmation.

(j) Retaliatory Action Against Occupants Prohibited.

No action for eviction, abatement of a nuisance, forcible entry and detainer or other similar proceedings shall be threatened or instituted against an occupant of a dwelling solely because such occupant agrees to testify or testifies at a Code violation hearing.

(k) Defenses to Code Violations.

It shall be a defense to a Code violation charged under the Bloomington City Code if the owner, his attorney, or any other agent or representative proves to the Hearing Officer's satisfaction that:

- (1) The Code violation alleged in the notice did not in fact exist at the time of the alleged violation; or
- (2) For violations of a building code or property code, the Code violation has been removed or remedied by the alleged violator at the time of the hearing, but only if the alleged violator has not had a Code violation within the previous 24 months. The violator shall be required to provide proof of compliance.

(l) Findings, Decision, Order of the Hearing Officer, Hearing Costs.

- (1) At the conclusion of the hearing, the Hearing Officer shall make a determination, on the basis of the evidence presented at the hearing, whether or not a Code violation exists. The determination shall be in writing and shall be designated as the findings, decision and order. The findings, decision and order shall include the Hearing Officer's findings of fact, a decision whether or not a Code violation exists based upon the findings of fact, and an order, ordering the owner to correct the violation or dismissing the case in the event a violation is not proved. If a Code violation is proved, the order may also impose the sanctions that are provided in the Code for the violation proved. A copy of the findings, decision and order shall be served on the owner within five days after they are issued. Service shall be in the same manner as the report form and summons are served pursuant to subsection (e) of this Section. Payment of fines shall be made as directed by the City Manager and the disposition of fine money may be determined, from time to time, by separate ordinance or resolution of the City Council.

- (2) In the event that the order provided for the correction of the violation, the Hearing Officer shall establish a hearing date which would be after the date established for the correction of the violation in order to determine compliance with the order. At such time, the Hearing Officer shall hear testimony and accept any evidence relevant to the abatement of the violation in accordance with the order.
- (3) If the hearing officer determines that a Code violation exists, the Hearing Officer shall order payment to cover the costs of the hearing in the amount of \$100.00. The costs shall become an amount due and owing to the City and shall be part of the order issued against the violator.

(m) Administrative Review Law to Apply.

Any final decision by a Hearing Officer that a Code violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois Administrative Review Law. Any person filing for judicial review under the Administrative Review Law shall be subject to the assessment of costs for the preparation and certification of the record of proceedings before the Hearing Officer. Any failure to pay such fee shall subject the party seeking review to the provisions of 735 ILCS 5/3-109, including dismissal of the complaint on a motion by the City.

(n) Enforcement of Judgment.

- (1) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of or the failure to exhaust judicial review procedures under the Illinois Administrative Review Law are a debt due and owing the municipality and may be collected in accordance with applicable law.
- (2) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a Code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (3) In any case in which a defendant has failed to comply with a judgment ordering a defendant to correct a Code violation or imposing any fine or other sanction as a result of a Code violation, any expenses incurred by a municipality to enforce the judgment, including, but not limited to, attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction or a Hearing Officer, shall be a debt due and owing the municipality and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection (3), the City shall provide notice to the defendant that states that the defendant shall appear at a hearing before the Hearing Officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such a hearing, which shall not be less than seven days from the date that notice

is served. If notice is served by mail, the seven day period shall begin to run on the date that the notice was deposited in the mail.

- (4) Upon being recorded in the manner required by Article XII of the Code of Civil Procedure or by the Uniform Commercial Code, a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the City under this Section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (5) A Hearing Officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within 21 days after the issuance of the order of default, if the Hearing Officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner establishes that the City did not provide proper service of process. If any judgment is set aside pursuant to this paragraph (5), the hearing officer shall have authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the City as a result of the vacated default judgment.

(o) Findings and Sanctions to Run with Property on Code Violations.

The order to correct a Code violation and the sanctions imposed by the City as the result of a fine of a Code violation under this Section shall attach to the property as well as to the owner of the property, so that a finding of a Code violation against one owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or owner of property takes subject to the findings, decision and order of a Hearing Officer under this Section.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 4. This ordinance shall be effective ten (10) days after the date of its publication.

SECTION 5. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 10th day of November, 2014.

APPROVED this _____ day of November, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

NOVEMBER 10, 2014

ADDITION TO RECOGNITION/APPOINTMENTS

Item 6G. Introduction of Stephen Rasmussen, Asst. City Manager.

ADDITION TO CONSENT AGENDA

Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*

ADDITION TO REGULAR AGENDA

Item 8B. Purchase of Lots 47 and 48 of Empire Business Park Preliminary Plat utilizing a \$750,000 state legislative grant from Senator Bill Brady and to enter into an Agreements with Central Catholic High School (Recommend that the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, adopted and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.) *Attachment 1: Purchase Agreement.*



FOR COUNCIL: November 10, 2014

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner.

FINANCIAL IMPACT: Total disbursements to be approved \$4,222,559.33, (Payroll total \$2,019,479.34, and Accounts Payable total \$2,203,079.99).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of November 10, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/30/2014	\$ 1,275,724.93	\$ 114,588.55	\$ 1,390,313.48
10/31/2014	\$ 234,233.30	\$ 78,647.04	\$ 312,880.34
11/7/2014	\$ 235,553.33	\$ 78,755.91	\$ 314,309.24

11/3/2014	\$	1,948.03	\$	28.25	\$	1,976.28
Off Cycle Adjustments						
PAYROLL GRAND TOTAL				\$	2,019,479.34	

ACCOUNTS PAYABLE

Date	Bank	Total
11/10/2014	AP General	1,748,733.29
	AP BCPA	
11/10/2014	AP Comm Devel	158.95
	AP IHDA	
11/10/2014	AP Library	43,901.57
	AP MFT	
10/30/2014-11/05/2014	Off Cycle Check Runs	410,286.18
	AP GRAND TOTAL	2,203,079.99

PCARD

PCARD GRAND TOTAL

WIRES

Date	Total
	\$ -
WIRE GRAND TOTAL	

TOTAL	\$	4,222,559.33
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Respectfully,

Patti-Lynn Silva
Director of Finance

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the “Buyer”) and FOB DEVELOPMENT, INC., 1776 W. Winnemac Ave., #306, Chicago, IL 60640 (the “Seller”).

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, and only if Buyer receives full project funding from the Illinois Department of Commerce & Economic Opportunity, all of Seller’s rights, title and interest in the real estate located at 3200 block of Cornelius Drive (Shown on the attached Exhibit A as Lots 47 and 48 of Empire Business Park Preliminary Plat), and legally described on Exhibit B attached hereto (the “Property”).

Section 1. Price and Terms:

The purchase price shall be \$750,000.00, due and payable from Buyer to Seller at closing.

Section 2. Method of Payment:

Buyer shall pay the purchase price in cash, cashier’s check, certified funds or the equivalent.

Section 3. Closing:

This Agreement shall be closed within thirty (30) days after Buyer notifies Seller that all contingencies relating to this Agreement have been satisfied. These contingencies include, but are not limited to, full project funding as provided for in the second paragraph hereof; expiration of the inspection period provided for in Section 9 hereof to the satisfaction of Buyer; completion of the Final Plat approval process under the provisions of the Land Subdivision Code of the City of Bloomington. Seller shall surrender possession of the Property to Buyer at the time of closing.

Section 4. Closing Costs:

Unless otherwise stated, closing costs are to be paid as follows: 1) Seller shall pay all Seller’s existing loans, liens and related costs affecting the sale of the Property, Seller’s settlement fees, the balance on any leased items that remain with the Property, and a title insurance policy with Buyer to receive benefit of simultaneous issue; and 2) Buyer shall pay transfer taxes, deed recording fees, hazard and other required insurance, and Buyer’s settlement fees.

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Section 5. Conveyance:

At closing Seller shall convey and transfer the Property to Buyer by warranty deed subject to the exceptions permitted herein. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

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Section 6. Items Included or Excluded:

Included, if present, as part of the Property sale are: all real estate, buildings, improvements, appurtenances (easements, rights-of-way and privileges) and fixtures.

Section 7. Title Evidence:

Upon acceptance of this Agreement, Seller shall within thirty (30) days furnish at Seller's expense a commitment for an owner's title guaranty policy issued by a company licensed to issue the same for the county in which the Property is located for the amount of the purchase price, subject to, but not limited to, the following: (a) all taxes and special assessments now a lien, levied, or confirmed after the date hereof, (b) building, use and occupancy or restrictions, if any, (c) zoning laws and ordinances, (d) easements of record or in place affecting the Property, if any, (e) drainage ditches, feeders and laterals, if any, (f) conveyances or reservations of coal, minerals and mining rights, if any, of record, (g) mortgage or other lien that may be eliminated at closing by application of the purchase price and (h) rights of tenants in possession.

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Buyer or Buyer's attorney shall within a reasonable time after receiving such title evidence deliver to Seller a report in writing specifying any objections made to the title. If material objections made to the title in such report are not cured within twenty (20) days after such report is so delivered, this Agreement shall, at Buyer's option, be void. Buyer may, nevertheless, elect to take such title as it then is, and in such case, Seller shall convey the Property as agreed.

Section 8. Plat:

At such time as Buyer advises Seller that all contingencies have been met, Seller shall initiate the process securing approval from the City of Bloomington, McLean County, Illinois of a Final Plat prepared in accordance with the requirements of the City of Bloomington Land Subdivision Code. The Final Plat shall define the dimensions and locations of the lot lines of the subject property and, as well, shall contain all other information required by the City of Bloomington Land Subdivision Code. Conveyance of title from Seller to Buyer shall be by reference to the Final Plat and the lot number and description assigned to it. Included on the Final Plat will be public streets to be extensions of Cornelius Drive and Halls Ferry Road.

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Section 9. Inspection:

From the date of this Agreement and continuing for a period of sixty (60) days from receipt of the documents described below ("Inspection Period"), Buyer, its employees and agents, shall have the right to inspect:

(a) -The Property, including the right to make such physical investigations and studies of the structural and mechanical aspects of the Property as Buyer shall deem necessary, provided that Buyer shall hold Seller harmless from any claims or liabilities based upon accidents, injuries or damages sustained by virtue of Buyer's inspection pursuant to this Paragraph.

(b) -The leases relating to the Property.

(c) -All contracts of the Property.

(d) All notices of changes in assessed valuation relating to the Property for the current or subsequent tax year, if any, in possession of the Seller, and the current real estate tax bill(s) covering the Property.

(e) All statements and invoices for the past year covering all utilities (electricity, gas and water) relating to the Property.

(f) All insurance policies insuring the Property and the improvements and personal property located thereon which may be assumed by Buyer.

Seller agrees to cooperate in all respects to facilitate Buyer's inspection and agrees to promptly make available all documents, books and records necessary to permit the inspections described herein and, to the extent such records are available. If Buyer shall advise Seller at any time prior to the expiration of the Inspection Period that Buyer, in its sole discretion, elects not to proceed with the transaction contemplated hereunder, this Agreement shall thereupon terminate and neither party hereto shall have any further rights against the other. In the absence of written notice from Buyer to Seller prior to expiration of the Inspection Period that Buyer has noted any concerns of conditions of the Property, which are unacceptable to Buyer, this contingency shall be deemed waived. Buyer shall not suffer or permit any mechanic's liens to attach to the Property, and Buyer shall hold Seller harmless from any and all claims and liabilities based upon accidents or injuries sustained by virtue of Buyer's possession or use of the Property pursuant to any and all inspections of the Property pursuant to this Agreement.

Section 10. Performance:

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 11. Environmental Matters:

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Seller warrants that Seller has not used the Property nor any portion thereof for the production, release, or disposal of hazardous or toxic wastes or materials as defined by any federal, state, or local law, ordinance or regulation relating to environmental conditions, including, but not limited to, soil and groundwater conditions, and that Seller and any tenant on the Property has not generated, stored, handled or otherwise dealt with hazardous or toxic waste, substance or material and will not do so prior to closing.

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Section 12. Prorations, Taxes and Assessments:

The Property which is the subject of this Agreement is a part of a larger parcel for real estate tax purposes. Seller shall be responsible for payment of the 2014 real estate taxes against the subject property and shall prorate, on a mutually acceptable basis, taxes for the year 2015 and allow to buyer a credit.

Section 13. Risk of Loss:

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

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Section 14. Seller's Representations, Warranties and Covenants:

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

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(a) Seller is the contract buyer of the Property and has full right and authority to transfer such title to Buyer.

(b) Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.

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(c) There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 15. Operations on the Property:

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

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Section 16. Buyer's Representations and Warranties:

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

(a) Buyer has the legal capacity to enter into this Agreement.

(b) There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

Section 17. Road Construction:

Developer shall, at a future date, build surrounding roads as follows: Halls Ferry Road shall be extended in its entirety; Cornelius Road shall be extended to the eastern edge of Lots 47 and 48 and Halls Ferry Road. All roads shall be built to City standard with appropriate utilities within 18 months of the date of this agreement.

Section 18. Default:

In the event that Buyer shall fail to perform any of the covenants on their part hereby made and entered into, Seller may pursue such remedies as are available either at law or in equity, including suit for specific performance or damages. In the event of default hereunder by Seller (other than failure to provide merchantable title or a title guaranty policy as aforesaid, in which event Buyer may either (a) take title subject to said defects or (b) have refunded all payments made by him hereunder, in which event neither party shall have any further right against the other), Buyer may pursue such remedies as are available at law or in equity, including suit for specific performance or damages.

Section 19. General Conditions and Stipulations:

(a) Buyer acknowledges and agrees that, other than a representation or warranty expressly set forth in this Agreement and expressly surviving the closing (subject to any limitations on survival provided herein), the Property is sold "AS IS" "WHERE IS" and "WITH ALL FAULTS" and neither Seller, nor any agent or representative of Seller, has made, nor is Seller liable for or bound in any manner by any express or implied warranties, guarantees, promises, statements, inducements, representatives or information pertaining to the Property or any part thereof, the physical condition, environmental condition, income, expense or operations of the Property, the uses which can be made of the same or any other matter or thing with respect thereto.

(b) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

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(c) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses set forth herein shall be considered sufficient service thereof.

(d) This Agreement contains all the terms and conditions agreed upon by the parties, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of _____, 2014.

BUYER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: _____
Tari R. Renner, Mayor

Attest: _____
Tracey Covert, City Clerk

SELLER:

FOB DEVELOPMENT, INC.

By: _____

Attest: _____

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